

SELECTION OF CONSULTANTS

Request for Proposals Consulting Services

Procurement of:
*Technical Assistance for the Provision of
Engineering and Consulting Services
for Rubble Management in Quarry Sites*

RFP No: LEAP-CS-TA-02

Consulting Services for: Technical Assistance for the Provision of Engineering and Consulting Services for Rubble Management in Quarry Sites.

Client: The Council for Development and Reconstruction (CDR)

Country: Lebanon

Issued on: *March 2026.*

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PART I

Section 1. Request for Proposal Letter

Request for Proposal Letter

Consulting Services

Name of Assignment: Technical Assistance for the Provision of Engineering and Consulting Services for Rubble Management in Quarry Sites.

RFP Reference No.: LEAP-CS-TA-02.

Loan No.: 9841-LB

Country: Lebanon.

Date: February 2026.

[insert: Name and Address of Consultant. In case of a Joint Venture (JV), full name of the JV and the names of each member as in the submitted Expression of Interest shall be used]

Dear Mr. /Ms.:

1. The Lebanese Republic (hereinafter called “Borrower”) has applied for financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a “loan” (hereinafter called “loan” toward the cost of Lebanon Emergency Assistance Project (LEAP). The Council for Development and Reconstruction (CDR), an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. The Client intends to apply the funds to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Lebanese Republic and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Lebanese Republic shall derive any rights from the loan agreement or have any claims to the proceeds of the loan. For this contract, the Borrower shall process the payments using the Direct Payment disbursement method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): **Technical Assistance for the Provision of Engineering and Consulting Services for Rubble Management in Quarry Sites.** More details on the Services are provided in the Terms of Reference (Section 7).

3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:

[Insert the list of shortlisted Consultants. If a Consultant is a Joint Venture (JV), the full name of the JV, as in the Expression of Interest, shall be used. In addition, list all members, starting with the name of the lead member. Where sub-consultants have been proposed, they shall be named.]

4. It is not permissible to transfer this RFP to any other firm.
5. A firm will be selected under **Quality Cost Based Selection (QCBS)** procedures and in a **Full Technical Proposal (FTP)** format as described in this RFP, in accordance with the Bank's "Procurement Regulations for IPF Borrowers" February 2025, which can be found at the following website: www.worldbank.org

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (*[select: FTP or STP]*) - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Fraud and Corruption

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract: Time-Based *with Lump-Sum parts*)

6. Please inform us by *[insert date]*, in writing at or by facsimile at the address shown below:

The Council for development and Reconstruction (CDR)
Tenders Department
Tallet El Serail, Beirut (Beirut Contract District), Lebanon
Fax +961-1 981 255
or by E-mail to: elieh@cdr.gov.lb:

- (a) that you have received this Request for Proposals; and
- (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).
7. Attention is drawn to the Procurement Regulations requiring the Borrower to disclose information on the successful Consultant's beneficial ownership, as part of the Contract Award Notice, using the Beneficial Ownership Disclosure Form as included in the Request for Proposals.

8. Shortlisted Consultants may obtain further information from and inspect the Request for Proposal Documents as of (Insert date) from CDR Tenders Department at the CDR's address shown above from 9:00 to 14:00 hours from Monday till Friday. Complete sets of the RFP in English are made available to be obtained for free by the shortlisted Consultants.
9. Proposals will be submitted to the CDR Tenders Department at the address mentioned above not later than 12:00 o'clock noon Beirut Local Time on [insert date] in sealed envelopes bearing the name of the Project.

Yours sincerely,

Council for Development and Reconstruction
President

Mohamad-Ali Kabbani

Section 2. Instructions to Consultants and Data Sheet

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[Notes to the Client: this part of Section 2, Instructions to Consultants, shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the shortlisted Consultants].

Instructions to Consultants

A. General Provisions

1. Definitions

- (a) **"Affiliate(s)"** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) **"Applicable Law"** means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) **"Bank"** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) **"Borrower"** means the Government, Government agency or other entity that signs the *[loan/financing/grant¹]* agreement with the Bank.
- (e) **"Client"** means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) **"Client's Personnel"** is as defined in Clause GCC 1.1(e).
- (g) **"Consultant"** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) **"Contract"** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) **"Contractor"** is as defined in Clause GCC 1.1.(h).
- (j) **"Contractor's Personnel"** is as defined in Clause GCC 1.1(i).
- (k) **"Data Sheet"** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect

¹ *["loan agreement" term is used for IBRD loans; "financing agreement" is used for IDA credits; and "grant agreement" is used for Recipient-Executed Trust Funds administered by IBRD or IDA]*

specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

- (l) **“Day”** means a calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (m) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).
- (n) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (o) **“Government”** means the government of the Client’s country.
- (p) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (q) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (s) **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (t) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

- (u) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.
- (v) **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (w) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.
- (x) **“Sexual Exploitation and Abuse” “(SEA)”*** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (y) **“Sexual Harassment” “(SH)”*** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts, Contractor’s or Client’s Personnel.
- (z) **“Site”** is as defined in Clause GCC 1.1 (z).
- (aa) **“SPD - RFP”** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (bb) **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (cc) **“Terms of Reference (TORs)”** (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

*A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section 3.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

- 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates,

shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Fraud and Corruption

- 5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.
- 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in

the case of award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations.

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

a. Sanctions

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the PDS**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a

manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity**
- 12.1 Proposals shall remain valid until the date specified **in the Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.
- a. Extension of Proposal Validity**
- 12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original

Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial

information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

d. Currency of Payment

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.

The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
 - 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment]", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment], [reference number], [name and address of the Consultant]", and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not

Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**].”

- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical Proposals

- 19.1 The Client’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

**20. Proposals
Evaluation**

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the Financial Proposals are opened.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

**21. Evaluation of
Technical
Proposals**

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

**22. Notification of
Results of
Technical
Evaluation,
Opening of
/Invitation to
Submit Financial
Proposals for
QBS**

22.1 Following ranking of the Technical Proposals and determination of the proposal that has achieved the highest technical score, the Client shall notify in writing the highest ranking Consultant of its technical score and that its Technical Proposal has been evaluated as the highest ranking.

22.2 The Client shall simultaneously notify in writing the other Consultants: (i) on their overall technical score, as well as scores obtained for each criterion and sub-criterion, and that their technical proposals have not been evaluated as the highest ranked; and (ii) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.

22.3 If Financial Proposals were invited together with the Technical Proposals, the Client shall notify all of the Consultants that submitted proposals of the date, time and location of the public opening of the Financial Proposals of the highest ranking Consultant. If Financial Proposals were

not invited to be submitted along with the Technical Proposals, opening of Financial Proposals does not apply, and the highest ranking Consultant shall be invited to submit its Financial Proposals for negotiations.

22.4 The opening date of the Financial Proposal or invitation of the highest ranking Consultant to submit its Financial Proposal, as applicable, shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date or the date to invite submission of Financial Proposal, as applicable, shall be subject to ITC 35.1.

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed, the Client shall notify in writing those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and

- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

- 23.3 The opening date shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 35.1.
- 23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.
- 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

- 24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the

Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will then invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award

31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, and upon verifying that the Consultant (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. The Client will require the Consultant to replace any subconsultant that is disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;

- (b) name and reference number of the contract being awarded, and the selection method used;
 - (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
 - (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
 - (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and.
 - (f) successful Consultant's Beneficial Ownership Disclosure Form.
- 32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette.
- 33. Debriefing by the Client**
- 33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.
- 33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period
- 33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2. Instructions to Consultants

E. Data Sheet

| ITC Reference | A. General |
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| 1 (b) | The laws in force in the Lebanese Republic. |
| 2.1 | <p>Name of the Client: The Council for Development and Reconstruction (CDR).</p> <p>Method of selection: Quality Cost Based Selection (QCBS) as per the Procurement Regulations (available on www.worldbank.org).</p> |
| 2.2 | <p>Financial Proposal to be submitted together with Technical Proposal: Yes.</p> <p>The name of the assignment is: Technical Assistance for the Provision of Engineering and Consulting Services for Rubble Management in Quarry Sites.</p> |
| 2.3 | A Hybrid pre-proposal conference (with physical and virtual participation) shall be held approximately one (1) week following the issuance of the RFP at CDR. Details of the conference shall be communicated shortly after distribution of RFP by email, with acknowledgment request from the shortlisted consultants on mode of their participation. |
| 2.4 | <p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <ul style="list-style-type: none"> - Standard Operating Procedures (SOPs) for post disaster rubble management that include SOP1: Debris Pre-Processing Measures, SOP2: Debris Processing, and SOP3: Quarry Rehabilitation (referred to as MoE/UNDP 2025 SOPs). - EIA Decree 8633/2012. |
| 4.1 | - There are no identified Unfair Competitive Advantage |
| 6.3.1 | A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr |
| B. Preparation of Proposals | |

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| 9.1 | <p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p> |
| 10.1 | <p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Legally certified copies of original documents defining the constitution or legal status, place of registration and principal place of business, the founders, members, shareholders, authorized signatories, capital, the director and ongoing contracts; (Noting that the proposal shall be signed by the authorized person named in the authorized signatories requested above). (2) TECH-1: According to Lebanese law 324/2024 a stamp duty of 1,000,000 Lebanese Pounds must be paid for Public Tenders. TECH-1 should be completed, filled, stamped (Stamp 1,000,000 Lebanese Pounds) and signed. (3) TECH-2- The Consultant shall list similar design projects in FORM TECH-2, and submit certified completion certificates, signed and stamped by the clients, for each project, in accordance with the requirements stipulated in ITC 21.1. (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 Code of Conduct (ES): The Consultant shall submit its Code of Conduct that will apply to the Experts, to ensure compliance with the Consultant's Environmental and Social (ES) obligations under the Contract. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. (9) For Lebanese Consultants, Copy of certificate of registration of the Consultant in the Lebanese Ministry of Finance. (10) Official Information regarding any current litigation in which the Consultant is involved. <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> |

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| | <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3) FIN-3</p> <p>(4) FIN-4</p> <p>(5) Statement of Undertaking.</p> |
| 10.2 | <p>Statement of Undertaking is required. Consultants are advised to use the text provided in Form TECH-1 as the basis for preparing the Statement of Undertaking and submit it accordingly</p> <p>Yes</p> |
| 11.1 | <p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>No.</p> |
| 12.1 | <p>Proposals shall be valid until 90 days after the proposal submission deadline.</p> |
| 13.1 | <p>Requests for clarification shall be received by the Employer no later than fifteen (15) days prior to the deadline for submission of proposals. The CDR shall respond no later than ten (10) days prior to the submission deadline. Requests for clarification shall be made in writing and sent by fax to +961 1 981 255. and/or by email to the below emails:</p> <p>elieh@cdr.gov.lb</p> <p>mdeghaili@cdr.gov.lb</p> |
| 14.1.1 | <p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): No.</p> <p>Or</p> <p>(b) other shortlisted Consultants: No.</p> |
| 14.1.2 | <p>For Lump Sum Part of the Contract:</p> <p>Estimated input of Key Experts' time-input: 55 person-months.</p> |
| 14.1.3 | <p>For Time Base Part of Contract:</p> <p>The Consultant's Proposal must include the minimum Key Experts' time-input of 116 person-months (Key staff).</p> |

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| | <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:</p> <p>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p> |
| 14.1.4 and 27.2 | Not applicable. |
| 15.2 | <p>The format of the Technical Proposal to be submitted is: FTP.</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p> |
| 16.1 | <p>All reimbursable including any international travel costs, air tickets and local transportation, cost of office accommodation and cost of production reports are deemed to be included in the price.</p> <p>No reimbursement will be provided for any expenses.</p> <p>International Key Experts are expected to spend at least 50% of their allocated time in Lebanon during the design phase and 100% of their time in Lebanon during the supervision phase.</p> |
| 16.2 | <p>A price adjustment provision applies to remuneration rates:</p> <p>Not applicable for the Lump Sum part of the contract.</p> <p>Applicable for the time-based part of the contract for the period beyond 12months from contract effectiveness.</p> |
| 16.3 | <p>Applicable taxes for this contract in Lebanon are:</p> <ul style="list-style-type: none"> a- 8.5 % income Tax of the value of the contract, applicable on Foreign Consultants' share. b- Income taxes applicable on Local Consultants' Share, to be estimated by the Local Consultant. c- A stamp duty of 8 per 1000 of the value of the contract including the value of income taxes as indicated above in bullets (a) and (b), applicable on Local Consultants and Foreign Consultants, d- VAT taxation is not applicable for this Contract according to the law 379 dated 14/12/2001 amended by Law No. 64 dated 26/10/2017 which states that all foreign funding is not subject to any VAT taxation. Accordingly, if the Consultant has to pay any VAT, he will be refunded the VAT directly from the Ministry of Finance. |

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| | <p>“Information on the Consultant’s tax obligations in the Client’s country can be found www.finance.gov.lb</p> |
| 16.4 | <p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): No.</p> |
| <p>C. Submission, Opening and Evaluation</p> | |
| 17.1 | <p>The Consultants shall not have the option of submitting their Proposals electronically.</p> |
| 17.4 | <p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and one (1) copy and one copy on an electronic CD ROM;</p> <p>(b) Financial Proposal: one (1) original.</p> |
| 17.7 and 17.9 | <p>The Proposals must be submitted no later than:</p> <p>Date: As indicated in the Request for Proposal Letter.</p> <p>Time: 12:00 o’clock noon Beirut Local Time.</p> <p>The Proposal submission address is:</p> <p>Council of Development and Reconstruction (CDR) Address: Tenders Department City: Beirut, P.O Box: 11 – 3170, Country: Lebanon, Telephone: (+961-01-980096), Facsimile number: (+961-01-981255).</p> |
| 19.1 | <p>An online option of the opening of the Technical Proposals is offered: No.</p> <p>The opening shall take place at same as the Proposal submission address.</p> <p>Date: same as the submission deadline indicated in 17.7.</p> <p>Time: 12:00 o’clock noon Beirut Local Time.</p> |
| 19.2 | <p>In addition, the following information will be read aloud at the opening of the Technical Proposals N/A.</p> |

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| <p>21.1 (for FTP)</p> | <p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table border="1" data-bbox="480 289 1406 1896"> <tr> <td data-bbox="480 289 1292 1255"> <p>(j) Specific experience of the Consultant (as a firm) (including each member of a JV (if any)), relevant to the Assignments requested under form TECH-2 -B below.</p> <p>In case of Joint venture, points will be distributed according to the relevant task(s) performed by each partner.</p> <p>The firm's or JV partners' experience, in the field of the assignment based on the information provided including details of experience of similar assignments <u>during the past 10 years, starting January 1, 2015,</u> as follows:</p> <p>a. Minimum two completed rubble management detailed design projects covering the following four (4) categories disciplines: 1) ESIA Studies for material recovery facilities (MRF). 2) Detailed design and tender document for the material recovery facility (MRF). 3) Detailed Design and tender document for the rubble processed and crushed into different size aggregates and sanitary landfills (SLF). 4) Preparation of Restoration Plans (RP), with total contract assignment value of at least USD 300,000.</p> <p>b. Minimum one completed supervision project of similar Construction MRFs, preferably in the field of sanitary Landfills and restoration of quarry sites, with total contract assignment value of at least USD 800,000.</p> <p>Certified completion certificates, signed and stamped by clients, shall be submitted for each of the assignment projects listed.</p> </td> <td data-bbox="1292 289 1406 1255"> <p>Points:</p> <p>[20]</p> </td> </tr> <tr> <td data-bbox="480 1255 1292 1591"> <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</p> <p>[Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TOR, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</p> </td> <td data-bbox="1292 1255 1406 1591"> <p>[20]</p> </td> </tr> <tr> <td data-bbox="480 1591 1292 1896"> <p>(iii) Key Experts' qualifications and competence for the Assignment:</p> <p>In the case of JV, the key-experts, shall be provided by the firm(s) presenting specific relevant tasks:</p> <p>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</p> </td> <td data-bbox="1292 1591 1406 1896"> <p>[60]</p> </td> </tr> </table> | <p>(j) Specific experience of the Consultant (as a firm) (including each member of a JV (if any)), relevant to the Assignments requested under form TECH-2 -B below.</p> <p>In case of Joint venture, points will be distributed according to the relevant task(s) performed by each partner.</p> <p>The firm's or JV partners' experience, in the field of the assignment based on the information provided including details of experience of similar assignments <u>during the past 10 years, starting January 1, 2015,</u> as follows:</p> <p>a. Minimum two completed rubble management detailed design projects covering the following four (4) categories disciplines: 1) ESIA Studies for material recovery facilities (MRF). 2) Detailed design and tender document for the material recovery facility (MRF). 3) Detailed Design and tender document for the rubble processed and crushed into different size aggregates and sanitary landfills (SLF). 4) Preparation of Restoration Plans (RP), with total contract assignment value of at least USD 300,000.</p> <p>b. Minimum one completed supervision project of similar Construction MRFs, preferably in the field of sanitary Landfills and restoration of quarry sites, with total contract assignment value of at least USD 800,000.</p> <p>Certified completion certificates, signed and stamped by clients, shall be submitted for each of the assignment projects listed.</p> | <p>Points:</p> <p>[20]</p> | <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</p> <p>[Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TOR, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</p> | <p>[20]</p> | <p>(iii) Key Experts' qualifications and competence for the Assignment:</p> <p>In the case of JV, the key-experts, shall be provided by the firm(s) presenting specific relevant tasks:</p> <p>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</p> | <p>[60]</p> |
| <p>(j) Specific experience of the Consultant (as a firm) (including each member of a JV (if any)), relevant to the Assignments requested under form TECH-2 -B below.</p> <p>In case of Joint venture, points will be distributed according to the relevant task(s) performed by each partner.</p> <p>The firm's or JV partners' experience, in the field of the assignment based on the information provided including details of experience of similar assignments <u>during the past 10 years, starting January 1, 2015,</u> as follows:</p> <p>a. Minimum two completed rubble management detailed design projects covering the following four (4) categories disciplines: 1) ESIA Studies for material recovery facilities (MRF). 2) Detailed design and tender document for the material recovery facility (MRF). 3) Detailed Design and tender document for the rubble processed and crushed into different size aggregates and sanitary landfills (SLF). 4) Preparation of Restoration Plans (RP), with total contract assignment value of at least USD 300,000.</p> <p>b. Minimum one completed supervision project of similar Construction MRFs, preferably in the field of sanitary Landfills and restoration of quarry sites, with total contract assignment value of at least USD 800,000.</p> <p>Certified completion certificates, signed and stamped by clients, shall be submitted for each of the assignment projects listed.</p> | <p>Points:</p> <p>[20]</p> | | | | | | |
| <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs):</p> <p>[Notes to Consultant: The Client will assess whether the proposed methodology is clear, responds to the TOR, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts]</p> | <p>[20]</p> | | | | | | |
| <p>(iii) Key Experts' qualifications and competence for the Assignment:</p> <p>In the case of JV, the key-experts, shall be provided by the firm(s) presenting specific relevant tasks:</p> <p>{Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</p> | <p>[60]</p> | | | | | | |

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| | <p>For the design and assistance during tendering tasks (Activities 0,1,2 & 3):</p> <p>a- Position K-1: Team Leader. 4 points</p> <p>b- Position K-2: Circular Economy/Rubble Recycling Expert. 3 points</p> <p>c- Position K-3: Landfill Design Expert. 3 points</p> <p>d- Position K-4: Quarry Rehabilitation Expert. 3 points</p> <p>e- Position K-5: Geotechnical Expert. 2 points</p> <p>f- Position K-6: Mechanical Engineer. 2 points</p> <p>g- Position K-7: Landscaper. 2 points</p> <p>h- Position K-8: Environmental Expert. 3 points</p> <p>i- Position K-9: Health and Safety Specialist. 2 points</p> <p>j- Position K-10: Social Specialist. 2 points</p> <p>k- Position k-11: Transport Engineer. 2 points</p> <p>l- Position K-12: Air Quality and Dust Control Specialist 2 points</p> <p style="text-align: right;">Total Points= 30 points</p> <p>For the Supervision task (Activity 4):</p> <p>a- Position K-1: Resident Engineer 5 points</p> <p>b- Position K-2: Site Engineer/Mechanical Engineer 4 points</p> <p>c- Position K-3: Geotechnical Engineer 3 points</p> <p>d- Position K-4: Rubble Recycling Expert 4 points</p> <p>e- Position K-5: Quarry Rehabilitation Expert 4 points</p> <p>f- Position K-6: Environmental Expert 3 points</p> <p>g- Position K-7: Occupational Health and Safety Expert 2 points</p> <p>h- Position K-8: Social Expert 2 points</p> <p>i- Position K-9: Air Quality and Dust Control Specialist 3 points</p> <p style="text-align: right;">Total Points= 30 points</p> <p>Total points for criterion (iii): <i>[60]</i></p> | |
| <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> | | |

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| | <p>1) General qualifications (general education, training, and experience): 20%.</p> <p>2) Adequacy for the Assignment (relevant education, training: 75%</p> <p>3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc: 5%</p> <p style="text-align: right;">Total weight: 100%</p> <p>Total points for the three criteria: 100</p> <p>The minimum technical score (St) required to pass is: 75%.</p> |
| | Public Opening of Financial Proposals |
| 23.4 | An online option of the opening of the Financial Proposals is offered: No. |
| 24.1.2 | <p>Lump Sum for Activities No. 0 & 3 will be evaluated as:</p> <p>The Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.</p> <p>Provisional/Variable Lump Sum for Activities No. 1 & 2 will be evaluated as:</p> <p>The Consultant is deemed to have included all prices in the unit prices included in the Financial Proposal (FIN 3), so neither arithmetical corrections nor price adjustments shall be made to unit rates.</p> <p>The Client's evaluation committee will adjust the prices between the amount derived by multiplication of unit price with quantity and the total price, and in case of discrepancy, the unit rates will prevail.</p> |
| 23.5 | <p>Any interested party who wishes to attend or send a representative to this public opening should contact the Tendering Department at CDR and request to be notified of the location, date and time of the public opening of the Proposals.</p> <p>Facsimile number: (+961-01-981255)</p> |

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| 25.1 | <p>For the purpose of the evaluation, the Client will exclude all local taxes as described in Sub-Clause 16.3 of this Data Sheet.</p> <p>If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p> |
| 26.1 | <p>The single currency for the conversion of all prices expressed in various currencies into a single one is: U.S. Dollars.</p> <p>The official source of the selling (exchange) rate is: OANDA</p> <p>The date of the exchange rate is: Date of Submission of Proposals.</p> |
| 27.1 (QCBS only) | <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Bank]</i></p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 0.75 and</p> <p>P = 0.25.</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p> |
| D. Negotiations and Award | |
| 28.1 | <p>Expected date and address for contract negotiations:</p> <p>Date: Feb 2026/March 2026.</p> <p>Address: Council for Development and Reconstruction (CDR) Tallet El Serail Beirut – Lebanon</p> |
| 30.1 | <p>This contract is in response to an emergency situation recognized by the Bank, therefore the Standstill Period shall not apply.</p> |

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| 31.1(h) | Not Applicable. |
| 32.1 | <p>In addition, The Consultant shall submit :</p> <p>1) an official document issued by the Lebanese Ministry of Economy and Trade proving that foreign companies: “Partnership Limited by Shares (Société en Commandite par Action)” (شركة توصية مساهمة) or “Stock Companies” (شركة مغفلة) or their branches in Lebanon, are registered in the Ministry of Economy and Trade. This document should be submitted before signing the Contract to the awarded Consultant, if applicable</p> <p>2) Joint Venture agreement, or draft of JV agreement endorsed by the parties to JV, showing the responsibility of each party. Please note that, where applicable, the final JV agreement, certified by a notary, will be required for negotiations.</p> <p>3) In the event that the successful Consultant is a foreign entity not registered in the Republic of Lebanon, the Consultant shall, as a condition precedent to contract signing, complete its registration with the Lebanese Ministry of Finance and obtain a valid tax (fiscal) registration number. The Consultant shall submit official evidence of such registration prior to the signing of the Contract. Failure to comply with this requirement may result in annulment of the award, in accordance with the applicable procurement rules.</p> <p>4) In the event that the successful Consultant is a Lebanese firm, a General Certificate of quittance issued by the National Social Security Fund valid for at least one month beyond the submission date must be provided. The bidder must be registered with the NSSF, and any statement that include an unregistered institution will be rejected;</p> <p>5) In the event that the successful Consultant is a Lebanese firm, the Consultant shall submit a Declaration listing all the owners of the economic right (أصحاب الحق الاقتصادي) as per form M18 issued by the Ministry of Finance ((النموذج م ١٨ الصادر عن وزارة المالية)) with copies of their identification cards (ID/Passport).</p> |
| 32.2 | The Employer shall publish the contract award notice on the CDR’s web page www.cdr.gov.lb. and on the Public Procurement Authority page www.ppa.gov.lb. |
| 34.2 | <p>Expected date for the commencement of the Services: Date: March/ April 2026, at Project Location: Lebanon.</p> |

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| 35.1 | <p>The procedures for making a Procurement-related Complaint are detailed in the “<u>Procurement Regulations for IPF Borrowers (Annex III)</u>.” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: <i>[insert full name of person receiving complaints]</i></p> <p>Title/position: <i>[insert title/position]</i></p> <p>Client: <i>[insert name of Client]</i></p> <p>Email address: <i>[insert email address]</i></p> <p>Fax number: <i>[insert fax number] delete if not used</i></p> <p>A copy of the complaint can be sent for the Bank’s information and monitoring to: <u>pprocurementcomplaints@worldbank.org</u></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none">1. the terms of this Request for Proposal;2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and3. the Client’s decision to award the contract. |
|-------------|--|

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

| Required for FTP or STP ✓ | | FORM | DESCRIPTION | Page Limit (Max) |
|---------------------------------|-----|-------------------|--|--|
| FTP | STP | | | |
| ✓ | ✓ | TECH-1 | Technical Proposal Submission Form. | 3 pages |
| ✓ If applicable | | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement. | 4 pages |
| ✓ If applicable | | Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members | 10 pages for each Consultant in case of JV. |
| ✓ | ✓ | TECH-2 | Consultant's Organization and Experience. | Total for TECH-2A & 2B: 5 pages for each Consultant in case of JV. |
| ✓ | ✓ | TECH-2A | A. Consultant's Organization | 2 |
| ✓ | ✓ | TECH-2B | B. Consultant's Experience | 5 |
| ✓ | | TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. | Total for TECH-3A & 3B: 2 pages |
| ✓ | | TECH-3A | A. On the Terms of Reference | 1 |
| ✓ | | TECH-3B | B. On the Counterpart Staff and Facilities | 1 |
| ✓ | ✓ | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | 30 |
| ✓ | ✓ | TECH-5 | Work Schedule and Planning for Deliverables | 5 |
| ✓ | ✓ | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) | 4 for each Key Expert |
| ✓ | ✓ | TECH-7 | Code of Conduct (ES) | 3 |
| ✓ | ✓ | TECH-8 | Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration | 1 |

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals (RFP) dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to Fraud and Corruption as per ITC 5.

- (e) We, along with any of our sub-consultants, sub-contractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and

other development banks. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(f) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (iii) below and delete the others*].

We [*where JV, insert: “including any of our JV members”*], and any of our sub-consultants:

- (i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
 - (ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
 - (iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
- (g) [*Note to Client: Only if required in ITC10.2 (Data Sheet 10.2), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.*]
- (h) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 (FOR FULL AND SIMPLIFIED TECHNICAL PROPOSALS)**CONSULTANT’S ORGANIZATION AND EXPERIENCE**

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership. The successful Consultant shall also provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

B - Consultant’s Experience

1. List only previous relevant assignments successfully completed in the last [10] years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

| Duration | Assignment name/& brief description of main deliverables/outputs | Name of Client & Country of Assignment | Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm | Role on the Assignment |
|----------------------------|--|---|--|-------------------------------------|
| {e.g., Jan.2009–Apr.2010 } | {e.g., “Improvement quality of.....”: designed master plan for rationalization of; } | {e.g., Ministry of, country } | {e.g., US\$1 mill/US\$0.5 mill } | {e.g., Lead partner in a JV A&B&C } |
| {e.g., Jan-May 2008 } | {e.g., “Support to sub-national government.....” : drafted secondary level regulations on..... } | {e.g., municipality of....., country } | {e.g., US\$0.2 mil/US\$0.2 mil } | {e.g., sole Consultant } |
| | | | | |

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE,
COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN
RESPONDING TO THE TERMS OF REFERENCE**

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing}
-
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks, (including on the Environmental and Social (ES) aspects, and, as required in the TOR, on managing cyber security risks related to the proposed consulting services contract and/or monitoring that cyber security risks are adequately managed by prospective contractor/s under the contract/s to be supervised/managed by the Consultant) to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TOR in here.}
 - b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
 - c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)
(NOT APPLICABLE)
DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.**
{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks, (including on the Environmental and Social (ES) aspects, and if required in the TOR, on managing cyber security risks related to the proposed consulting services contract and/or monitoring that cyber security risks are adequately managed by prospective contractor/s under the contract/s to be supervised/managed by the Consultant) to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}
- b) **Work Plan and Staffing.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Comments (on the TOR and on counterpart staff and facilities)**
{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

FORM TECH-5 (FOR FTP AND STP)

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES
(ONE FOR EACH OF DESIGN, ASSISTANCE DURING TENDERING AND SUPERVISIONS TASK)**

| N° | Deliverables ¹ (D-..) | Months | | | | | | | | | | | | |
|------------|--|--------|---|---|---|---|---|---|---|---|------|---|-------|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | n | TOTAL | |
| D-1 | {e.g., Deliverable #1: Report A | | | | | | | | | | | | | |
| | 1) data collection | | | | | | | | | | | | | |
| | 2) drafting | | | | | | | | | | | | | |
| | 3) inception report | | | | | | | | | | | | | |
| | 4) incorporating comments | | | | | | | | | | | | | |
| | 5) delivery of final report to Client} | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| D-2 | {e.g., Deliverable #2:.....} | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6 (FOR FTP AND STP)

**TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS
(ONE FOR EACH OF DESIGN, ASSISTANCE DURING TENDERING AND SUPERVISION TASKS (ACTIVITIES 0, 1, 2, 3 AND 4))**

| N° | Name | Expert’s input (in person/month) per each Deliverable (listed in TECH-5) | | | | | | | | | | Total time-input (in Months) | | | |
|------------------------|-------------------|--|-------------------|----------------------|--|----------------|--|--------------|-------|-------|-----------------|------------------------------|------|-------|-------|
| | | Position | | D-1 | | D-2 | | D-3 | | D-... | | | Home | Field | Total |
| KEY EXPERTS | | | | | | | | | | | | | | | |
| K-1 | {e.g., Mr. Abbbb} | [Team Leader] | [Home] [Field] | [2 month] [0.5 m] | | [1.0] [2.5] | | [1.0] [0] | | | | | | | |
| K-2 | | | | | | | | | | | | | | | |
| K-3 | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | | |
| | | | | | | | | | | | Subtotal | | | | |
| NON-KEY EXPERTS | | | | | | | | | | | | | | | |
| N-1 | | | [Home] [Field] | | | | | | | | | | | | |
| N-2 | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | | |
| | | | | | | | | | | | Subtotal | | | | |
| | | | | | | | | | | | Total | | | | |

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

Full time input
 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

| | |
|---|--------------------------|
| Position Title and No. | {e.g., K-1, TEAM LEADER} |
| Name of Expert: | {Insert full name} |
| Date of Birth: | {day/month/year} |
| Country of Citizenship/Residence | |

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

| Period | Employing organization and your title/position. Contact information for references | Country | Summary of activities performed relevant to the Assignment |
|--------------------------|---|----------------|---|
| [e.g., May 2005-present] | [e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister] | | |
| | | | |
| | | | |

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

| Detailed Tasks Assigned on Consultant’s Team of Experts: | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
|--|---|
| {List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) | |
| | |
| | |

Expert’s contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date

FORM TECH-7 (FOR FTP AND STP) CODE OF CONDUCT FOR EXPERTS (ES) FORM

Note to the Client:

The following minimum requirements shall not be modified. The Client may include additional requirements to address identified issues, informed by relevant environmental and social assessment.

Delete this Box prior to issuance of the RFP.

Note to the Consultant:

The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified. However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

CODE OF CONDUCT FOR EXPERTS

We are the Consultant, [*enter name of Consultant*]. We have signed a contract with [*enter name of Client*] for [*enter description of the Services*]. These Services will be carried out at [*enter the Site and other locations as appropriate*]. Our contract requires us to implement measures to address environmental and social risks related to the Services, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Services. It applies to all Experts at the Site or other places where the Services are being carried out.

This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe working environment including by:

- a. ensuring that workplaces, equipment and processes under each person’s control are safe and without risk to health;
 - b. wearing required personal protective equipment; and
 - c. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
 5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
 6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor’s Personnel or Client’s Personnel;
 7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
 8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
 9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
 10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
 11. report violations of this Code of Conduct; and
 12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project’s Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Consultant’s social expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Consultant to handle these matters*] in writing at this address [] or by telephone at [] or in person at []; or
2. Call [] to reach the Consultant’s hotline (*if any*) and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals

to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Consultant's contact person(s) with relevant experience*] requesting an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Consultant:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting Sexual Exploitation and Abuse (SEA) and behaviors constituting Sexual Harassment (SH)

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM
BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors:

- (1) **Examples of sexual exploitation and abuse** include, but are not limited to:
- An Expert tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
 - An Expert that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
 - An Expert rapes, or otherwise sexually assaults a member of the community.
 - An Expert denies a person access to the Site unless he/she performs a sexual favor.
 - An Expert tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.
- (2) **Examples of sexual harassment in a work context**
- An Expert comment on the appearance of another Expert (either positive or negative) and sexual desirability.
 - When An Expert complains about comments made by another Expert on his/her appearance, the other Expert comment that he/she is “asking for it” because of how he/she dresses.
 - Unwelcome touching of an Expert or Employer’s Personnel by another Expert.
 - An Expert tells another Expert that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

**FORM TECH-8 (FOR FTP AND STP)
SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT
(SH) PERFORMANCE DECLARATION**

[The following table shall be filled in for the Consultant, each member of a Joint Venture and each subconsultant proposed by the Consultant]

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subconsultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

| SEA and/or SH Declaration |
|---|
| <p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> |
| <p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p> |

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including Appendix A “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QBS method

FIN-4 Reimbursable expenses

Statement of Undertaking.

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, excluding *of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet*. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

| Name and Address of Agents | Amount and Currency | Purpose of Commission or Gratuity |
|-------------------------------|------------------------|--------------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorized representative's address}

Phone/fax: {insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

| Item | Cost | | | |
|--|---|---|---|---|
| | {Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used} | | | |
| | <i>{Insert Foreign Currency # 1}</i> | <i>{Insert Foreign Currency # 2, if used}</i> | <i>{Insert Foreign Currency # 3, if used}</i> | <i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i> |
| Cost of the Financial Proposal | | | | |
| Including: | | | | |
| (1) Total value of "Lump-Sum" for Activities No.0 & 3. | | | | |
| (2) Total value of "Provisional/Variable Lump-Sum" for Activities No. 1 & 2 | | | | |
| (3) Remuneration for Time based Activity 4 | | | | |
| Additional Provisional Sum | USD 100,000 | | | |
| (2) Reimbursable | Not Applicable | | | |
| <u>Total Cost of the Financial Proposal: (excluding taxes)</u> {Should match the amount in Form FIN-1} | | | | |

| | | | | |
|---|--|--|--|--|
| (i) 8.5 % of the Foreign Consultants' share from the value of the contract | | | | |
| (ii) A stamp duty of 8 per 1000 of the value of the contract including the value of income taxes as indicated above, applicable on Local Consultants and Foreign. | | | | |
| <u>Total Estimate for Indirect Local Tax: (including Taxes)</u> | | | | |

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION.

REMUNERATION SCHEDULE FOR ACTIVITIES A0 & A3 (LUMP SUM)

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract’s ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

| A. Remuneration | | | | | | | | |
|------------------------|------|-------------------------|--------------------------------|--|-----------------------------|-----------------------------|----------------------------|-------------------------------|
| No. | Name | Position (as in TECH-6) | Person-month Remuneration Rate | Time Input in Person/Month (from TECH-6) | {Currency # 1- as in FIN-2} | {Currency # 2- as in FIN-2} | {Currency# 3- as in FIN-2} | {Local Currency- as in FIN-2} |
| Key Experts | | | | | | | | |
| K-1 | | | [Home] | | | | | |
| | | | [Field] | | | | | |
| K-2 | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Non-Key Experts | | | | | | | | |
| N-1 | | | [Home] | | | | | |
| N-2 | | | [Field] | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Total Costs | | | | | | | | |

**FORM FIN-3 UNIT COST PER SUB-ACTIVITY.
SCHEDULE FOR ACTIVITY A1 (UNDER PROVISIONAL/VARIABLE LUMP SUM)**

| Deliverable | Report | Currency | Unit Rates | Quantity | Total |
|--|---|-----------------|-------------------|-----------------|--------------|
| [A1-D1.1] | Site Inspection, Survey and Assessment Report including Draft Detailed Survey Report | | | | |
| | Site Inspection, Survey and Assessment Report including Draft Detailed Survey Report for Quarry | | | 3 Quarries | |
| | Site Inspection, Survey and Assessment Report including Draft Detailed Survey Report for MRFs | | | 10 MRFs | |
| Total of Deliverable A1-D1.1 | | | | | |
| [A1-D1.2] | Final Detailed Survey Report (SR) including Geotechnical Testing and Topographic Study Report (GTTR) | | | | |
| | Final Detailed Survey Report (SR) including Geotechnical Testing and Topographic Study Report (GTTR) for Quarry | | | 3 Quarries | |
| | Final Detailed Survey Report (SR) including Geotechnical Testing and Topographic Study Report (GTTR) for MRF | | | 10 MRFs | |
| Total of Deliverable A1-D1.2 | | | | | |
| [A1-D2.1.1a] | Draft Design Brief Report | | | | |
| | Draft Design Brief Report for Quarry | | | 3 Quarries | |
| | Draft Design Brief Report for MRF | | | 10 MRFs | |
| Total of Deliverable A1-D2.1.1a | | | | | |
| [A1-D2.1.1b] | Final Design Brief Report | | | | |
| | Final Design Brief Report for Quarry | | | 3 Quarries | |
| | Final Design Brief Report for MRF | | | 10 MRFs | |
| Total of Deliverable A1-D2.1.1b | | | | | |
| [A1-D2.1.2] | Draft Detailed Design and Business plans for Quarry | | | 3 Quarries | |
| [A1-D2.1.3] | Final Detailed Design and Business Plans for Quarry | | | 3 Quarries | |
| [A1-D2.1.4] | Preliminary Design and Business Plans for MRF | | | 10 MRFs | |
| [A1-D2.1.5] | Final Design and Business Plans for MRF | | | 10 MRF | |
| [A1-D2.2.1] | Draft Quarry Rehabilitation Plan (QRP) | | | 3 Quarries | |
| [A1-D2.2.2] | Final Quarry Rehabilitation Plan (QRP) | | | 3 Quarries | |
| Total of Deliverable A1 | | | | | |

**FORM FIN-3 UNIT COST PER SUB-ACTIVITY.
SCHEDULE FOR ACTIVITY A2 (UNDER PROVISIONAL/VARIABLE LUMP SUM)**

| Deliverable | Report | Currency | Unit Rates | Quantity | Total |
|-----------------------------------|---|-----------------|-------------------|-----------------|--------------|
| [A2-D1] | Inception Report | - | - | - | |
| [A2-D2] | Draft Screening Report and Draft ESIA Scoping Report | | | | |
| | Draft Screening Report and Draft ESIA Scoping Report for Quarry | | | 3 Quarries | |
| | Draft Screening Report and Draft ESIA Scoping Report for MRF. | | | 10 MRFs | |
| Total of Deliverable A2-D2 | | | | | |
| [A2-D3] | Final Screening Report and Final ESIA Scoping Report | | | | |
| | Final Screening Report and Final ESIA Scoping Report for Quarry | | | 3 Quarries | |
| | Final Screening Report and Final ESIA Scoping Report for MRF | | | 10 MRFs | |
| Total of Deliverable A2-D3 | | | | | |
| [A2-D4] | Draft ESIA Report; and Draft Environmental and Social Management Plan (ESMP) Report. | | | | |
| | Draft ESIA Report; and Draft Environmental and Social Management Plan (ESMP) Report for Quarry. | | | 3 Quarries | |
| | Draft ESIA Report; and Draft Environmental and Social Management Plan (ESMP) Report for MRFs. | | | 10 MRFs | |
| Total of Deliverable A2-D4 | | | | | |
| [A2-D5] | Final ESIA Report; and Final Environmental and Social Management Plan (ESMP) Report. | | | | |
| | Final ESIA Report; and Final Environmental and Social Management Plan (ESMP) Report for quarry. | | | 3 Quarries | |
| | Final ESIA Report; and Final Environmental and Social Management Plan (ESMP) Report for MRFs. | | | 10 MRFs | |
| Total of Deliverable A2-D5 | | | | | |
| Total of Deliverable A2 | | | | | |

**FORM FIN-3 BREAKDOWN OF REMUNERATION.
REMUNERATION SCHEDULE FOR ACTIVITY A4 (TIME BASED)**

| A. Remuneration Schedule for Activity A4 (Time Based) | | | | | | | | |
|--|------|--|--------------------------------|--|-----------------------------|-----------------------------|----------------------------|-------------------------------|
| N ^o | Name | Position (as in TECH-6) | Person-month Remuneration Rate | Time Input in Person/Month (from TECH-6) | {Currency # 1- as in FIN-2} | {Currency # 2- as in FIN-2} | {Currency# 3- as in FIN-2} | {Local Currency- as in FIN-2} |
| Field Staff | | | | | | | | |
| Key Experts | | | | | | | | |
| K-1 | | Resident Engineer | [Home] | | | | | |
| | | | [Field] | 14 | | | | |
| K-2 | | Three Site Engineer (1 per site) / Mechanical Engineer/ Industrial | [Home] | | | | | |
| | | | [Field] | 14x3=42+6=48 | | | | |
| K-3 | | Geotechnical Engineer | [Home] | | | | | |
| | | | [Field] | 7 | | | | |
| K-4 | | Circular Economy/Rubble Recycling Expert | [Home] | | | | | |
| | | | [Field] | 7 | | | | |
| K-5 | | Quarry Rehabilitation Expert | [Home] | | | | | |
| | | | [Field] | 4 | | | | |
| K-6 | | Environmental Expert | [Home] | | | | | |
| | | | [Field] | 7+2=9 | | | | |
| K-7 | | Occupational Health and Safety Expert | [Home] | | | | | |
| | | | [Field] | 7+2=9 | | | | |
| K-8 | | Social Expert | [Home] | | | | | |
| | | | [Field] | 7+2=9 | | | | |
| K-9 | | Air Quality and Dust Control Specialist | [Home] | | | | | |
| | | | [Field] | 7+2=9 | | | | |
| NON-KEY EXPERTS | | | | | | | | |
| N-1 | | | [Home] | | | | | |

| | | | | | | | | |
|--|--|--|--|--|--|--|--|--|
| | | Site Inspector (3 site inspectors, 1 per site) | [Field] | 14x3+6=42+6=48 | | | | |
| N-2 | | Surveyor | [Home] | | | | | |
| | | | [Field] | 14 | | | | |
| | | Office Administrator | [Home] | | | | | |
| | | | [Field] | 14 | | | | |
| Total Costs for Field Staff | | | | | | | | |
| Office Backup | | | | | | | | |
| | | | Estimated Construction Cost for this Lot: | Percentage of the estimated construction cost of this lot | | | | |
| This remuneration is based on a percentage % of the actual total rubble management works. In the next column, insert the currency rate representing a percentage (%) of the estimated rubble management works. This value will be revised later upon project completion in order to determine the actual rubble management works cost. | | | 29.2 MUSD | Insert Percentage Value:----- | | | | |
| Total Costs for Office Backup* | | | | | | | | |
| Total Costs (Field Staff and Office Backup) | | | | | | | | |

Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. If the RFP requests submission of a technical proposal only, the Sample Form is used by the selected Consultant to prepare for the negotiations of the Contract. If the RFP requests submission of the financial proposal, the Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
 - (i) Salary is the gross regular cash salary or fee paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) Social Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
 - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

$$\text{Leave cost as percentage of salary} = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the Contract. Typical items are home office costs (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel not currently employed on revenue-earning projects, taxes on business activities, and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc. for Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant’s Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm’s payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant’s Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm’s average cost experiences for the latest three years as represented by the firm’s financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant’s Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

| Personnel | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------------------|----------|--|-----------------------------|-----------------------|----------|---------------------|---------------------------------|--|---|
| Name | Position | Basic Remuneration Rate per Working Month/Day/Year | Social Charges ¹ | Overhead ₁ | Subtotal | Profit ² | Away from Home Office Allowance | Proposed Fixed Rate per Working Month/Day/Hour | Proposed Fixed Rate per Working Month/Day/Hour ₁ |
| Home Office | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Client’s Country | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

{* If more than one currency is used, use additional table(s), one for each currency}

- 1. Expressed as percentage of 1
- 2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES (NOT APPLICABLE)

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

| B. Reimbursable Expenses | | | | | | | | |
|---------------------------------|---|----------|-----------|----------|-----------------------------|-----------------------------|----------------------------|-------------------------------|
| N° | Type of Reimbursable Expenses | Unit | Unit Cost | Quantity | {Currency # 1- as in FIN-2} | {Currency # 2- as in FIN-2} | {Currency# 3- as in FIN-2} | {Local Currency- as in FIN-2} |
| — | {e.g., Per diem allowances**} | {Day} | | _____ | | | | |
| — | {e.g., International flights} | {Ticket} | | _____ | | | | |
| — | {e.g., In/out airport transportation} | {Trip} | | _____ | | | | |
| | {e.g., Communication costs between Insert place and Insert place} | | | | _____ | | | |
| | { e.g., reproduction of reports} | | | | _____ | | | |
| | {e.g., Office rent} | | | | _____ | | | |
| | | | | | _____ | | | |
| | {Training of the Client’s personnel – if required in TOR} | | | | _____ | | | |
| Total Costs | | | | | | | | |

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

" Joint Venture Agreement " (to be completed and signed by each partner of the awarded bidder and attached to the Technical Proposal)

SPECIMEN

JOINT VENTURE AGREEMENT

This agreement is made the _ day of _____ 202_ , by and between:

_____ (hereinafter called _____), a company organized under the laws of _____, with its principal office at _____, and its address at _____, hereinafter called _____ of the first part, and _____ (hereinafter called _____), a company organized under the laws of _____, with its principal office at _____, and its address at _____, hereinafter called _____ of the second part, The first and the second party together are hereinafter referred to as "the Parties".

WHEREAS the Council for Development and Reconstruction, representing the Government of Lebanon, hereinafter called "the CDR" has invited the Parties to submit a proposal for the execution of the following project:

(Hereinafter called "the Project")

WHEREAS the Parties wish to enter into a Joint Venture Agreement in order to be prequalified by the CDR to tender for the Project and, if successful, to execute the Project under a Contract to be awarded by the CDR, hereinafter called "the Contract";

THE PARTIES HERETO AGREE TO FORM A JOINT VENTURE UNDER THE FOLLOWING TERMS AND CONDITIONS:

1 ESTABLISHMENT OF THE JOINT VENTURE

The Parties hereby agree to constitute themselves as a Joint Venture under the name of hereinafter called "the Joint Venture".

The Joint Venture shall have its offices at the following address:

The objective of the Joint Venture shall be to execute the Project in accordance with all terms and conditions of a Contract to be signed with the CDR. The Joint Venture shall be comply with all laws and regulations relevant to the establishment and operation of joint ventures in Lebanon and shall be certified by the relevant public notary.

2 LIABILITY

- 2.1 Notwithstanding any other conditions contained in this joint venture agreement or in any other agreement between the Parties, each of the Parties hereby commits itself to be jointly and severally liable towards the CDR as well as towards any and all CO-contractors and/or subcontractors for the proper execution of all obligations of the Joint Venture in relation to the Contract to be signed with the CDR for the execution of the Project.
- 2.2 The Parties shall keep each other, both during and after the term of this joint venture agreement, fully indemnified against all losses and damages resulting from gross negligence or breach of contract of one party or their personnel or agents in relation to this agreement as well as to all contracts to be executed by the Joint Venture.

3 REPRESENTATION

For the purpose of this joint venture agreement, the Joint Venture shall be represented by the first party hereto _____ who is hereby authorized by the second party to act on behalf of the Parties of this Joint Venture in all matters related to the submission of the Tender, the negotiation and signing of the Contract with the CDR, the execution of the Project, including but not limited to the invoicing and receipt of payments, the execution of subcontracts, the incurring of liabilities and receipt of instructions on behalf of all partners of the Joint Venture in relation to the Contract with CDR during the entire execution period of the said Contract.

[Note: the level of authority delegated to the leading party must be determined by the JV Partners. If restrictions apply, supplementary "powers of attorney" must be provided to the leading partner prior to signing of the Contract.]

The Parties shall keep the CDR informed at all times of all details concerning the Joint Venture and its authorized representatives.

4 REVENUE DISTRIBUTION

The total payments to the joint venture shall be distributed between the Parties according to the following proportions:

| | | |
|--------------|-------|---|
| First Party | _____ | % |
| Second Party | _____ | % |
| ----- | _____ | % |

The local taxes calculation shall be based on the above mentioned percentages.

5 EXCLUSIVITY

The Parties shall exclusively work together in connection with the Project. Each party hereto agrees that it has no interest whatsoever directly or indirectly, in any other proposal which may be submitted to the CDR with respect to the execution of the Project.

6 OBLIGATION TO TENDER

The Parties shall fill in and submit to the CDR their relevant prequalification file documents, and if jointly qualified, they shall tender for the Project as a Joint Venture. If the Contract for the execution of the Project is awarded to the Joint Venture, they shall jointly execute the Project under their joint and several responsibilities in accordance with the applicable terms and conditions of contract.

7 DURATION

- 7.1 This joint venture agreement shall enter in to force and effect as of the date first written above.
- 7.2 This joint venture agreement shall expire if the Joint Venture's tender is rejected or in case the Contract is awarded to another bidder.
- 7.3 In case the Contract is awarded to the Joint Venture, this joint venture agreement shall remain in force until all obligations of the Parties under the Contract have been fulfilled and each of the Parties have honored its obligations towards the other.

8 RIGHTS OF CDR

All rights stipulated in this joint venture agreement in favor of the CDR shall be honored by the Parties as if the CDR were a direct beneficiary of this agreement. Consequently, the Parties hereto acknowledge the right of the CDR to act directly on the basis of this agreement against all or any of the Parties hereof.

9 SETTLEMENT OF DISPUTES

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this joint venture agreement or the interpretation thereof.

[Note: choose one of the Alternatives and delete the rest]

Alternative 1: Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to **the competent Court in the Republic of Lebanon**. Lebanese law shall apply to the interpretation of this agreement.

Alternative 2: Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to **arbitration for final settlement in accordance with the procedures applicable under the Laws of the Republic of Lebanon**.

Alternative 3: Any dispute between the Parties as to the matters arising pursuant to this agreement which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement shall be finally settled by either party under **the Rules of Conciliation and Arbitration of the International Chamber of Commerce** by one or more arbitrators appointed in accordance with the said Rules.

Alternative 4 Any other alternative of JV Partners acceptable to CDR

The Parties hereto have caused this agreement to be executed in three copies, one for each party and one for the CDR, by their duly authorized officers on the date first above written

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

FIRST PARTY

SECOND PARTY

NAME:

NAME:

TITLE:

TITLE:

SIGNATURE:

SIGNATURE:

STAMP:

STAMP:

Section 5. Eligible Countries

In reference to ITC 6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): Israel.

Under the ITC 6.3.2 (b): “According to Lebanese constitution, our engagements concerning this contract, will at all times comply with decisions of the United Nations Security Council”.

Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;² (ii) to be a nominated³ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect⁴ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

² For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

³ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁴ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section 7. Terms of Reference

I. Background

Prior to the 2023 conflict, Lebanon's natural capital was already witnessing a severe degradation with a Cost of Environmental Degradation in 2023 of US\$2 billion, constituting 11 percent of Lebanon's GDP⁵. According to the Rapid Damage and Needs Assessment (RDNA) of the conflict covering the period between October 8, 2023, and December 20, 2024, the conflict has resulted in around 17 million tons of rubble⁶. The RDNA also indicated that the recovery needs for the environment sector are estimated at US\$444 million; US\$105 million of this amount are dedicated to the critical safe removal and management of 16.9 million tons of rubble and hazardous waste.

Sound environmental management of the rubble (clearance, sorting, and recycling of rubble, including hazardous waste and e-waste) is a key priority in the recovery phase, to mitigate social, environmental and public health risks, particularly that the construction and demolition waste management (C&D) sector was already suffering from inefficiencies and financial instability before the conflict.

Accordingly, priority interventions include rubble clearance and sustainable management to ensure safe transportation, disposal and reuse/recycling. To this end, the Ministry of Environment (MoE) identified quarry sites in the various governorates affected by the conflict, that could serve as potential candidates for rehabilitation including reception, sorting treatment and processing sites for rubble and as final safe disposal sites for the rubble that cannot be reused/ recycled as part the Quarry Rehabilitation Plan. Several abandoned quarry sites were pre identified and a general conceptual design for the sorting facility based on capacity requirements was developed.

II. Objectives

The objective of this Technical Assistance (TA) is to provide the Engineering and Consulting Services needed for **3 different sites** in the vicinity of the city of Sour, Ain Ebel and Zahle. **(Actual Locations will be set prior to contract signature)** and to assess the feasibility of processing rubble at temporary storage facilities in line with the World Bank Environment and Social Framework (ESF) and Industry Good Practices, for the following activities: Activity 0: Field assessment of rubble temporary storage sites in order to establish a comprehensive baseline of rubble currently stored in approximately 50 identified sites across affected governorates and to assess the feasibility of processing rubble through **temporary Material Recovery Facilities (MRFs) at no more than ten (10) sites** to be proposed by the consultant for the client approval based on a criteria developed by the consultant.

- Activity 1: Prepare the detailed designs for the Quarry Rehabilitation Plans (QRPs) including the construction of the Material Recovery Facilities (MRFs) and the Safe Disposal Cells (SDCs), and/or for temporary MRFs.
- Activity 2: Prepare the Environmental and Social Impact Assessment (ESIA) studies for quarries rehabilitation including the construction of the Material Recovery Facilities (MRFs) where only rubble is processed and crushed into different size aggregates and the safe disposal cells (SDCs) which will be used as final disposal sites for rubble that cannot be reused/recycled, and/or for temporary MRFs.
- Activity 3: Prepare the Tender Documents and provide assistance during tendering.

⁵ World Bank. 2024. Cost of Environmental Degradation for Lebanon 2023.

⁶ World Bank and CNRS, 2025. Rapid Damage and Needs Assessment (RDNA) of the conflict in Lebanon

- Activity 4: Supervise the rehabilitation of the quarry sites including the construction of the MRFs and the safe disposal cells and/or temporary MRFs.



It should be noted that MoE has prepared, in collaboration with UNDP, Standard Operating Procedures (SOPs) for post disaster rubble management that include SOP1: Debris Pre-Processing Measures, SOP2: Debris Processing, and SOP3: Quarry Rehabilitation (referred to as MoE/UNDP 2025 SOPs). The scope of work of each of the above activities should align with these SOPs and respect the steps, methods and safeguards listed in each.

It is also worth mentioning that the transport of rubble from identified municipal collection points (up to 50 temporary sites) to the central treatment/disposal facilities (the three quarry sites in the vicinity of the city of Sour, Ain Ebel and Zahle) for rubble is part of the scope of this TA, thus included in the supervision services provided by the Consultant, while transport of rubble from demolition sites to temporary collection points is not within the scope of this TA.

III. Scope of Work

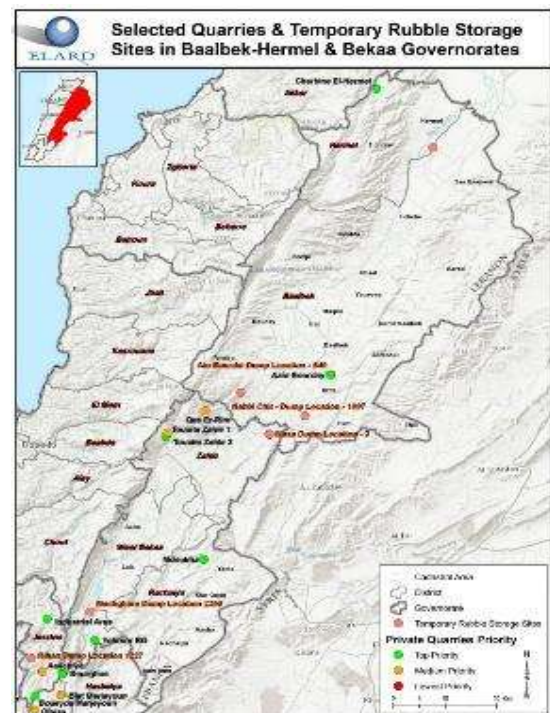
The Consulting firm(s), individual or Joint Venture (JV) shall perform the assignments in a manner that would fully attain and fulfill the following objectives and outcomes:

ACTIVITY 0 – Assessment of Rubble Temporary Storage Sites

The objective of this activity is to establish a comprehensive baseline of rubble currently stored in approximately 50 identified temporary storage sites across the three affected governorates and to assess the feasibility of processing rubble at these sites through temporary Material Recovery Facilities (MRFs). This will inform design, transport planning, and environmental and social risk management.

The Consultant shall:

1. Visit and geo-reference (GPS coordinates, GIS mapping) each rubble temporary storage site (preliminary map are provided by MOE here below but will require field verification and updating)
2. Produce digital maps showing location, accessibility, and proximity to roads/settlements.
3. Estimate the quantity of rubble at each site (m^3 and tons), using visual assessment, representative sampling, and volumetric calculation techniques.
4. Conduct visual assessments for the presence of other types of materials, such as, e-waste.
5. Identify any collection points that may require special handling protocols.
6. Assess travel distances and transport routes from each collection point to the designated central processing and safe disposal facilities.
7. Provide indicative estimates of transport effort (ton-km) required for clearance.
8. Prioritize collection points for clearance based on volume, risks, and proximity to facilities.
9. Assess whether individual rubble storage sites could host temporary MRFs, including basic suitability (land, utilities, drainage, access, safety), indicative processing capacity versus available rubble quantities, potential to reduce transport requirements to central facilities by local processing and recommendations for sites to be further evaluated.
10. Provide recommendations on sequencing transport to minimize cost and environmental/social impact. This will also include the transportation services needed and their requirements as detailed in Annex 1.



11. Provide recommendations on rubble flow projections and design capacities to reflect the outcomes of this activity regarding temporary MRF feasibility.

12.

Deliverables of Activity 0

The Consultant shall submit the following:

| | |
|----------------|--|
| [A0-D1] | Rubble Storage Sites Survey Report |
| [A0-D2] | Digital Database (GIS-compatible) |
| [A0-D3] | Prioritization Matrix Report |
| [A0-D4] | Screening report on feasibility of temporary MRFs including impact on rubble flows to central facilities and recommendations for next steps. |

ACTIVITY 1 – Detailed Design for Quarry Rehabilitation Plans including the Construction of the Material Recovery Facilities (MRFs) and Safe Disposal Cells (SDCs), and/or Temporary MRFs.

Main Objectives:

The objective of Activity 1 is to confirm the suitability of the sites (central or temporary) and develop the most cost-effective, environmentally and socially sound and affordable detailed engineering designs (based on the enclosed conceptual design – Annex 1 and MoE/UNDP-2025 SOP2 for Debris Processing) with final design drawings, construction details, cross-sections, final quantities, cost estimates, and technical specifications. The Detailed Designs (DDs) for each of the 3 sites (**and up to ten (10) sites of the temporary sites**) should ensure an operational capacity for the minimum period specified in the conceptual design (based on the volume of rubble to be crushed, flow rate, timeline, etc.). The DDs shall feed into the ESIA for the whole project and be an integral part of it.

The DDs shall include the following facilities and systems without being limited to them, subject to the outcome of initial consultations with the counterparts and site investigations – further details related to workflow for debris management can be checked in the attached conceptual design (Annex 2):

1. Site preliminaries and preparatory works prior to MRF and SDC construction (surveying, access roads, ramps, location for stockpiling of excavated materials, etc...)
2. Development of a plan to Handle the section of the hazardous contaminated rubble (if any) in line with WB safeguards and SOPs published by MOE and UNDP.;
3. Construction works related to the MRFs, including the following areas and equipment (which should all have built-in magnetic separators):
 - a. Reception area where the incoming rubble is received
 - b. Initial sorting area, including the pulverizer for the reduction of large concrete parts
 - c. Primary crushing area – primary crusher reducing material size down to 300mm
 - d. Initial screening – flip flow screening process (bottom deck) of the crushed material, classifying it into three fractions (<10mm, 10-50mm, 50-300mm)
 - e. Separation area, with a handpicking station - including the air separator for segregating lighter fractions
 - f. Secondary crushing area – where the remaining material, following recovery of clean material and recyclable materials, is further crushed into 80mm particles.
 - g. Final screening area – another flip flow screening process (single deck) to refine the material further (<10mm and 10-80mm)
 - h. Storage area
4. Construction works related to the safe disposal cells (SDCs), including:

- a. General excavation/embankments with grading, compaction, contour, and subgrade treatment to reach the required levels.
- b. Construction of the cells' bases and sides and the cells' geometry formation.
- c. Construction of temporary roads, tracks, and drainage networks
- d. Lateral side slope, berms, and embankment constructions- cut fill works
- e. Construction of passive and active barrier systems, sealing on cells' bases and sides
- f. Geo-synthetic materials supply and placement (liner barrier protection system)
- g. Construction of stormwater (runoff water), collection, and drainage systems
- h. Construction of the leachate drainage layers, chambers, networks, piping, manholes and sump/reservoir works
- i. Construction of the sanitary cells' bottom/details around the slotted pipes
- j. Construction of the leachate storage reservoir and connection system (pumping, piping, earthworks) and concrete leachate storage tank
- k. Earthworks, anchor trenches, dikes, civil, and electromechanical works
5. Other auxiliary works, ancillaries, peripheral equipment, and site final developments.
6. Transportation Cost for the rubble from temporary sites to final sites/ quarries.
7. Integration of the above in the Quarry rehabilitation plan (concept and DD)

The Consultant will be in charge of the following:

- Liaising with relevant local authorities and representing CDR on the ground and for all project's management deliverables,
- Coordinating all on-the-ground assignment related activities with the various relevant parties (government, private sector etc.),
- Establish all sites' coordinates and required land info, etc... and coordinate for permitting procedures with relevant parties,
- Examine the proximity of the public utilities available at the project site (i.e. electricity, water, access, etc.) to the proposed, and access for use,
- Review available information and collect specific site data and analyze pre-design data,
- Inspect the current environmental baseline surveying, benchmarking, sampling, testing etc. for the selected site, and examine the degree of compatibility of the selected site of the project with the physical environment concerns not limited to site topography, drainage, soil, geohydrology, surrounding land-use, and seismicity.
- Evaluate design conditions and report the engineering analysis, complete with identification of design issues and needs; in terms of technical, time, cost, quality and sustainability. In addition to the integration of the alternatives and findings of the ESIA in the engineering design
- Develop appropriate general conceptual layouts, and process design schemes including the preliminary engineering cost estimate, conduct stakeholder discussions and feedback, and proceed to get the required approvals and related consents from the relevant authorities.
- Preparation of technical specifications, sketches for the detailed design and construction and bill of quantities with estimated costs of the Material Recovery Facilities and landfill sanitary cells and all site auxiliary infrastructure, developments, electromechanical works and relevant preliminaries.
- Produce the detailed drawings, specifications, and bill of quantities (BOQ) for each item or activity according to the general requirements and in terms of the appropriate quantity and cost estimates.
- Provide access, internal roads, ramps and traffic management systems for safe and efficient flow of traffic into and out of, as well as within the landfill facility.

- Develop an operation and maintenance manual to enable site preparation, MRF and landfill cell construction, soil cover, record-keeping activities, closure activities, and environmental monitoring (during landfilling post-closure) to be conducted in a safe, efficient, and environmentally sound manner.
- Develop health and safety measures based on CDR & WB requirements and ESMPs prepared under Activity 1 to protect workers, visitors and surrounding residents during construction, operation, closure, and environmental monitoring activities associated with implementation of the Material Recovery Facilities and sanitary cells.
- Adopt and follow the site ESMPs, during the construction phase of the MRF and safe disposal cells elaborated in the ESIA.

Scope of Work for Engineering Design Services and Tender Documents:

Task # 1: Site Inspection, Survey and Assessment

Under this task, the Consultant shall perform the following tasks:

Task # 1.1: Site Inspection and Data Collection for the Assignments' Sites

- a. Perform site visits and data collection- including collecting existing as- Built drawings, notes of materials, existing design data, and all pertinent data from the concerned municipalities or any other relevant authority.
- b. Conduct a comprehensive inspection and survey of the sites, including the inspection and survey of any existing structure(s), utilities and installations within the targeted areas of intervention, utilizing the topographic surveys to amend/ generate any as built drawings where needed.
- c. Perform a detailed survey of the land that is currently not in use, specifically any existing Mechanical, Electrical and Plumbing MEP installations at the target sites of the assignment including those connected to utilities, e.g. clean water, sewage, electricity, telephone, etc. while providing description of their conditions, adequacy, capacity, efficiency and safe operation and determining whether any parts of the same can be retained and rehabilitated or to be totally dismantled and replaced;
- d. Prepare a detailed survey and list of the demolition, dismantling, scrubbing, reinstatement, and rehabilitation works that might be needed prior to the commencement of the construction works.

Task #1.2: Geotechnical Assessment and Topographic Surveys:

The Consultant shall provide its expertise as required to manage, coordinate and execute all the required services related to the Geotechnical Assessment and Topographic Surveys. The Consultant shall conduct a comprehensive investigation based on existing records, site inspections and tests. This is a pre-requirement for the preparation of the Detailed Design. The Consultant shall collect any geotechnical data available for the site and shall conduct additional geotechnical testing, all in coordination with the CDR team. More specifically, the Consultant shall perform the following sub-tasks:

- Data Collection and On-Site Investigations/ Survey– this shall include, inter alia, the following:
 - 1) Perform data collection (General notes of material, topographical and geological maps, geotechnical investigations etc.);
 - 2) Conduct visual survey and inspection of the site and its facilities; and other activities needed to perform geotechnical testing and topographic survey.
 - 3) With respect to the topographic survey, the services to be provided under this Task are aimed at preparing a comprehensive topographical investigation which is necessary for the design

and construction of the disposal facilities.

- All existing physical features as well as existing surface and underground services will be surveyed and shown in plan. The topographical survey will include, but not limited to, the following:

- 1) Contour lines (i.e. elevations and other landforms) with 30mm minimum equidistance.
- 2) Land boundaries, location of reference marks.
- 3) Natural and manmade features within the land (e.g. natural features and structures, canals, trees with diameter above 15 centimeters, stream, fences, buildings, etc.).
- 4) Access roads and street level.
- 5) Other information relevant to or important to take note of for construction projects, such as, drainage, earthworks, etc.

The trial pits or boreholes from the geotechnical investigation shall be clearly identified in the topo survey. The survey of existing utilities from the site inspection shall be clearly identified in the topographic survey where possible.

- Performing Tests and Desk Assessment– this shall include, inter alia, the following:

Field and lab tests: The Consultant should under his responsibility and as part of his scope under this study, in cooperation with a qualified Geotechnical firm and certified testing lab, perform the minimum field and lab tests as per the below:

- 1) Conduct drilling and sampling of three (3) boreholes and 1 test pit for each site; with a 25m depth per borehole
- 2) All excavations and boreholes to be carefully backfilled with suitable fill material;
- 3) Conduct field tests including Standard Penetration Test (SPT) through the soil at 1.5m depth intervals;
- 4) Determine the compactness of the soil strata at field at different elevations;
- 5) Explore the subsurface conditions at various locations underneath the proposed foundation locations and conduct the required in- situ tests; and
- 6) Conduct the necessary laboratory testing on the representative samples obtained during field investigation and drilling and evaluate relevant engineering parameters of the subsurface soils.

The field and laboratory testing shall be in accordance with international standards (BS EN 1997-2:2007, Eurocode 7 – Geotechnical design – Part 2: Ground investigation and testing, NA to BS EN 1997-2:2007, etc...)

- Desk Assessment: The Consultant shall perform the following tasks:

- 1) Prepare engineering analysis of field and laboratory findings;
- 2) Assess the relevant engineering parameters of the surface and subsurface soils; and
- 3) Identify the geological features, outcrops, topography, surface drainage, surficial materials and general site conditions.

- Submission of Geotechnical Testing and Topographic Survey Narrative Report (GTTR) on Findings and Recommendations– the Consultant shall produce a Geotechnical Testing and Topographic Survey Report (GTTR) for the Selected Area. The information provided shall be adequately detailed to enable an informed decision by CDR, and shall include at minimum the following:

- 1) Brief Project background with the Methodology followed for the Geotechnical Surveys.
- 2) Mechanical, physical and chemical laboratory tests shall be performed in accordance with the approved standards by an independent Third-party laboratory chosen by the Consultant and approved by CDR. The tests shall comprise but not be limited to:

- a. Grain-size distribution
 - b. Natural in place density moisture content.
 - c. Laboratory Moisture density relationships (ASTM D698 or D1557).
 - d. Attenberg limits for cohesive soil.
 - e. Laboratory Permeability and Coefficient of Permeability.
 - f. Shear box.
 - g. Unconfined compressive strength.
 - h. Compaction proctor or modified proctor.
 - i. Consolidation.
 - j. Soil aggressiveness.
 - k. Soil plasticity.
 - l. Groundwater chemical composition analysis.
 - m. Hydraulic conductivity of in place clay/soil materials.
- **Submission of a Hydrogeological Study:** In this study, the general geology and groundwater conditions should be described in the down to and including the lowest aquifer that may be affected by the landfill, including the following: stratigraphic, lithologic, and physical characteristics and thickness of each stratum, including the location and depth of each aquifer; the hydrogeologic characteristics of each aquifer, including hydraulic conductivity, groundwater hydraulic gradient and velocity, the geologic structure at the proposed facility and its relation to the regional geological structure, the uses of each aquifer, aquifer characteristics necessary to describe three dimensional groundwater flow underlying the proposed facility. The scope of the hydrogeological study should cover the following key areas:
 - 1) **Site Characterization:** This involves studying the existing conditions of the site, including geology (stratigraphy, rock types and permeability, faults and fractures, slope stability, etc.), hydrology, and natural resources. It helps in understanding the subsurface conditions which are critical for the design of the project, particularly the landfill.
 - 2) **Groundwater Flow Determination:** Mapping the direction and rate of groundwater flow is essential to predict the potential spread of leachate and to design appropriate containment systems.
 - 3) **Hydraulic Conductivity:** Measuring the ease with which water can move through subsurface materials, which affects the potential for leachate migration.
 - 4) **Water Table Elevation:** Determining the depth to the water table to ensure that the landfill base is above it, reducing the risk of direct contamination.
 - 5) **Aquifer Testing:** This includes pumping tests to determine the hydraulic properties of the aquifers, such as transmissivity and storability, which are important for modeling groundwater flow and contaminant transport and aquifer characteristics. Studying the properties of aquifers, such as their depth, thickness, flow direction, and recharge rates, helps understand how they might interact with potential contaminants.
 - 6) **Water Balance Analysis:** This involves assessing the inflow and outflow of water in the area, including precipitation, evaporation, surface water runoff, and groundwater flow, to manage the leachate and surface water control systems.
 - 7) **Leachate and Contaminant Transport Modeling:** Predicting how potential contaminants in the leachate might move through the subsurface environment is critical for assessing risks to groundwater and designing mitigation measures.

- 8) **Soil Permeability Tests:** These tests are conducted to determine the permeability of the soil, which is important for designing the base and cover systems of the landfill to prevent leachate migration.
- 9) **Assessment of Geological Hazards:** Identifying potential geological hazards such as fault lines, sinkholes, or landslides is important for ensuring the long-term stability of the landfill.

For guidance, please refer to Environmental Health and Safety Guidelines for Waste Management Facilities, dated December 10, 2007.

- Submission of a geotechnical report which shall include the following:
 - 1) Outline of the activities undertaken; A plot showing the location of test borings and/or excavations.
 - 2) Existing geotechnical (e.g. surface and subsurface, Soil condition findings) conditions and assessment.
 - 3) Location of subsurface exploration logs on the site plan.
 - 4) Earthquake seismicity parameters.
 - 5) Documentation on tests undertaken and test results / reports, data analysis.
 - 6) Method statements for any remedial or retrofitting procedure that shall be executed where needed along with calculation sheets.
 - 7) Allowable soil bearing capacity and foundation recommendations, settlement, compaction requirements, ground-water levels, construction materials, and others; and
 - 8) For the Topographical Survey Report, the Consultant should provide one topographical map in 1 set soft version in AutoCAD and PDF and 1 set hard copy on A3 size for the site. These shall include:
 - a. the elements surveyed and mentioned in the earlier section (e.g contour lines, land boundaries, location of reference marks, natural and manmade features within the land etc...)
 - b. Photo records on all field tests, Information on all data collected from site; and
 - c. Conclusions/ Evaluation and recommendation.

Task #1.3: Survey Report (SR)

Upon completion of all the subtasks under Task #1.1 and 1.2, the Consultant shall prepare a comprehensive Survey Report (SR) comprising the following:

- a. Detailed description of the site survey and data collection activities;
- b. The GTTR and its annexes; and
- c. Clear description of the findings and outcomes along with clear recommendations that need to be taken into account and feed into the completion of the following tasks.

Upon the submission of the Survey Report and the approval of the same by CDR, the Consultant shall proceed to prepare the Detailed Design, nevertheless, subject to the approval of the CDR PM, subtasks under Task #2 can be started prior to the completion of Task #1 in coordination with the CDR Project Team and the Beneficiaries, in a manner that would respect the timeliness of the Project and the quality of the deliverables.

Task #2– Preparation of Detailed Designs

Task #2.1– Preparation of Detailed Designs

Under this Task, the Consultant shall prepare full Constructible Detailed Design– ready for construction shop drawings– for all the disciplines (e.g. Architectural, Civil, Structural, Mechanical, Electrical, SPVHS, Landscaping, Roads, etc..) needed to construct the MRF and safe disposal cell. Under this Task, the Consultant shall conduct the following sub-tasks:

Task# 2.1.1 Design Brief

Task# 2.1.2 Detailed Design

Task# 2.1.3 Design Review: Final Detailed Design

Detailed Design Methodology: in preparing the detailed design, the Consultant shall:

- a. Verify the correctness and accuracy of the As- Built Drawings against the existing built structures and systems. In case of discrepancy between the As- Built Drawings and the existing built structures and systems, the Consultant shall be responsible to either produce or modify the pertinent As-Built Drawings and to produce new drawings to reflect the actual situation on the ground, moreover in case of the unavailability of the As-Built Drawings, the Consultant shall produce new drawings to reflect the actual situation on the ground.
- b. Utilize the Narrative Reports on Findings & Recommendations related to the GTTS and the SR prepared under Task #1, to prepare the detailed design in a manner that would maintain the integrity of the site and take into consideration the bearing capacity of the soil and the method statements indicated in the said Narrative Reports.
- c. Take into consideration climatic data related to temperature, humidity, rainfall, wind speed, etc. which shall be collected and obtained by the Consultant.
- d. Be responsible for producing the detailed design taking into consideration the actual situation on the ground, the social assessments, the results of the stakeholders' consultation sessions, and reflect, to the extent possible, the stakeholders' requests, concerns, and preferences. The proposed designs will be evaluated in terms of their feasibility, practicality, compliance with MoE design planning manuals/requirements/guidance, ability to meet the diverse needs and preferences of the site's end users and shall respond to the comments by and comply with requirements of the MoE. The Consultant shall also obtain the approval of the concerned stakeholders (MoE, WB & CDR) on the Final Detailed Design package.
- e. Prepare the Detailed Design in a manner that ensures meeting minimum requirements for safety and functionality as per CDR & WB Health and Safety Requirements for Contractors.
- f. Optimize the design in a manner that would highly meet value for money and designed to adequately comply with and meet international standards and MoE requirements.
- g. Utilize Specialized Computer Aided Design Software for the design of the various disciplines of each of the three assignments (e.g. 5D BIM- Building Information Modelling, etc.).
- h. Provide full details (dimensions, sizes, distances, elevations, weights of the various sections/components/equipment of the design, etc.), clear technical specifications, calculation notes, scope of work, testing and commissioning procedures, operation and maintenance procedures, standards of procedure (SOP) for the rubble management system, and training requirements.
- i. With respect to the equipment and materials specifications, these shall be prepared in a manner that guarantees highest performance, efficiency, reliability and availability, and shall be in accordance with the applicable international standards. The Consultant shall not extract from specific manufacturers catalog sheets.
- j. Take into consideration that the Government of Lebanon will conduct procurement processes for the implementation of the construction works, based on the Detailed Design prepared by the Consultant.

The Consultant shall also prepare a Business Plan for each site, including CAPEX and OPEX, operational and staffing arrangements, cost recovery and revenue potential, and recommended contractual models for Build/Operate framework.

Detailed Design Components

The Detailed Design to be prepared by the Consultant based on the conceptual design shall comprise, inter alia, the following:

Task # 2.1.1: Design Brief

The Consultant shall build on the Survey Report and set out the Technical Objectives, Functional Statements and Performance Requirements, as well as spatial requirements, and shall prepare the Design Brief to tackle/include, inter alia, the following:

- a. Facility Data, site information and surveys, as well as all other technical surveys conducted/collected under the scope of this consultancy (Geotechnical and Topographic Surveys, etc.).
- b. Detailed description of the existing above/underground systems, installations, and facilities, highlighting the configuration, type and make of equipment and the proposed enhancements.
- c. Setting Out Technical Objectives, Functional Statements and Performance Requirements for each assignment's components and facilities.
- d. Spatial requirements of the Project and linkages between its various sections as well as the neighboring buildings/structures/facilities, etc. including design sketches.
- e. Detailed list of stakeholders and their roles, and communication strategy to continually correspond with and involve all stakeholders.
- f. Donor and Stakeholders' requirements, including End- User needs, such as women and girls, persons with disabilities (PWD) and other groups.
- g. Proposed Detailed Design methodology and Approach.
- h. Identification of design assumptions and criteria, design solutions to meet End-Users needs, including women and girls, elderly, PWD and other marginalized groups.
- i. Description of the various facilities, installations, equipment (e.g. civil, electrical, Solar, mechanical-HVAC and Plumbing, irrigation, drainage, storm water, water treatment and storage, fire protection/fighting, etc....).
- j. Codes and standards (Local and International) pertaining to all disciplines that will be adopted, noting that the applicable codes and standards suggested by the Consultant shall be subject to the approval of CDR & MoE as part of accepting the Design Brief.
- k. Forecast about the rubble, types, proposed rubble management system, size, operation and maintenance protocols and Standards of Procedure (SOP).
- l. Detailed Design methodology and Approach, Implementation plan and schedule for the rehabilitation/construction works including list of risks and precautions to be considered.
- m. List of licenses/permits that are needed to commence the Rehabilitation/ Construction works along with detailed requirements and steps needed to obtain the same.
- n. Preliminary cost estimates for the whole Project (Rehabilitation, construction, including a breakdown of anticipated costs related to materials, labor, and other resources, operation and maintenance, management, etc.); and Annexes (e.g. SR, etc.).

The Design Brief shall be submitted by the Consultant to MoE for its review, comments and approval. The Consultant shall respond to the comments that would be provided by MoE & CDR Project Team and amend the Design Brief accordingly.

Task #2.1.2: Detailed Design Packages

The Consultant shall fully develop and provide the Detailed Design. The design parameters need to be optimized to include all required rehabilitation, and construction works to produce a complete and coherent holistic design. The Consultant shall prepare and submit a draft detailed design including all necessary execution drawings, including interior design packages where applicable, calculations, details, Bills of Quantities and Specifications, whilst abiding by the defined standards, codes and guidelines and acquiring the MoE Approval. The Consultant shall also revise the Detailed Design package to incorporate and comply with the comments to be received from the MoE & CDR Design Review.

The Detailed Design must include, inter alia, the following:

- a. Detailed Design Drawing Set which shall include the following packages:
 - i. Architectural Package
 - ii. Civil Works Package
 - iii. Structural Package
 - iv. Mechanical Package
 - v. Electrical System Package

The above engineering disciplines drawings lists are not exhaustive. The Consultant shall prepare other drawings as might be deemed necessary by the MoE & CDR. The Consultant shall provide fully coordinated plans/layouts/drawings showing the multi-disciplinary layers of the different engineering systems.

- b. Construction details:

The detailed design must provide extensive construction details and schedules that can be executed without compromising the design intent and can be monitored on site by the CDR Project Team during site visits. The Design shall provide full details, dimensions, sizes, distances, elevations, weights where applicable (e.g. Steel Structure, retaining walls, gates, manholes etc..) of structural elements to be constructed and all the centralized and stand-alone systems, in addition to schedules of equipment, welding methods, connections as well as the specifications of the materials, protection, painting, etc. where applicable.

- c. Supporting Calculations Notes:

The Detailed Design must be supported by calculation notes (structural, electrical, mechanical, lighting, electrical, etc.). In preparing the design calculations, as indicated above, the Consultant must use internationally recognized design software based on recognized standards and, when working manually, prepare neat and proper records of the design calculations. The design record must be made available for third party reviews and checks at any time and must be handed over as part of the end users Taking-Over package.

- d. Detailed Technical Specifications:

The Consultant shall submit Technical and Functional Requirements and Technical Warranties of all the components and equipment.

- e. Detailed Scope of Work:

The Consultant shall submit the Detailed scope of the construction contractors in addition to general obligations (e.g. Abiding by CDR Health Safety Security and Environment- HSSE and the ESMP).

- f. Standards, Codes and Guidelines:
The Consultant shall abide in the detailed design by International and local standards, codes and codes of practice.
- g. Visibility:
The Consultant shall provide high quality photos capturing the components and the impact of the project. CDR will provide the Consultant with photography and branding guidelines to adhere to.
- h. Determine Training requirements:
The Consultant shall determine the training requirements for operation and maintenance and management services (O&M of landscape areas, O&M of solar systems, O&M of MEP systems etc.), and SOPs for the rubble management system.
- i. Project Implementation Schedule:
Regular updates of the implementation schedule in MS Project.
- j. Detailed Bill of Quantities and Detailed Cost Estimates:
Including recommended Spare Parts list, cost of operation and maintenance and management.
- k. Other reports:
The Consultant shall prepare a Business Plan for each site, including CAPEX and OPEX, operational and staffing arrangements, cost recovery and revenue potential, and recommended contractual models and any other reports as might be deemed necessary to comply with CDR Requirements.

At the completion of the preparation of the Detailed Design:

- a. All coordination exercises should have been profoundly conducted.
- b. Layouts prepared, facilities and sections identified and indicated on the layouts along with clear and precise determination and design of the proposed equipment schedules and locations, Civil/Structural engineering information, Mechanical, and Electrical.
- c. Any necessary government and other stakeholders would have been consulted, and the concerns/requirements of relevant stakeholders incorporated to the highest extent possible into the Final Design.
- d. Approval by the concerned Municipalities of the Final Design has been obtained by the Consultant.
- e. All aspects of design have been completed and incorporated, including training requirements, operation and maintenance and management services, spare parts, health, safety and sustainability considerations and SOPs for rubble management systems.

Task #2.1.3: Detailed Design Review Process

The Consultant shall take into consideration that all Deliverables would be subject to review by MoE. The Consultant shall provide comprehensive clear and accurate Deliverables with full details in order

to avoid a lengthy review process. Submissions that do not include the required documentations will not be accepted for review by the MoE.

The Consultant shall provide MoE with the final full Detailed Design on the set deadline complete without omissions. The deliverables shall not be considered Final until the MoE deems that the Design Documents substantially and fully meet the requirements. Design reviewer's liability shall be limited to evaluating the compliance of the design against the minimum requirements set out in the design planning manual and shall not include any liability for the design itself, which shall remain with the Consultant.

The consultant shall submit all the deliverables to MoE for review, clearance and approval. Under this activity, all communications including the deliverables shall be addressed to MoE with copies to CDR. Payments under this activity shall be processed by CDR based on MoE approval of related deliverables.

a. Duration of The Design Review Process:

The Design Review process starts when the complete design package is submitted to the MoE by the Consultant. The duration of review from first submission depends on the complexity of the works, the quality and detail of the design package. The review process may require multiple review cycles and clarifications might be raised by the MoE, CDR and the World Bank as well as further design development/amendment by the Consulting Firm.

b. Individual Submissions (Review Cycles):

For each individual submission to Design Review, MoE commits to providing reviews within 10 working days. A gap analysis of the submitted documentation requires a shorter time frame, no longer than a week. If a longer time-period for technical review is required, due to unavailable technical resources or an unusually large scope within the design, MoE will notify the Consultant as soon as possible, no later than 10 working days after submission.

Task # 2.1.4 - Design of Temporary MRFs

Based on the outcomes of Activity 0, the Consultant shall prepare preliminary designs and layouts for up to 10 temporary MRFs at selected rubble storage sites, including site layout, required utilities, equipment lists, process flow diagrams, and environmental/health and safety safeguards.

The Consultant shall also prepare a Business Plan for each feasible site, including CAPEX and OPEX, operational and staffing arrangements, cost recovery and revenue potential, and recommended contractual models.

Task #2.2- Quarry Rehabilitation Plans (QRPs)

Main Objectives of the QRPs:

Based on Decree 8803/2002 and its amendments related the organization of the quarrying sector, and in line with the technical requirements set in the joint decision of the MoE and the Ministry of Industry dated July 1, 2024 (Decision #1/2024), the Consultant shall prepare a Quarry Rehabilitation Plan (QRP) for the identified quarries, taking into consideration the space allocated for treatment and final disposal of the rubble. The QRP shall follow the guidelines set forth in MoE/UNDP 2025 SOP3 for Quarry Rehabilitation. The QRP shall feed into the ESIA for the whole project and be an integral part of it.

The QRPs shall include at minimum the following:

1. The QRP objectives (safety, stability, environmental, socio-economic, etc.)

2. The rehabilitation considerations (climate; aspect and topography; soil; available species; site accessibility and proximity; geologic formation, site stability, cut face conditions and safety; vulnerability– geology and hydrogeology, surface water; public concerns; land use planning; legislation and enforcement; cost implications; etc.)
3. The rehabilitation options (nature conservation, wetland, recreational, development- industry or other, water reservoir, agriculture, etc.) and related limitations including preliminary design.
4. Quarry rehabilitation plan for the 3 sites mentioned above. It should include the treatment facility for the transported rubble and should accommodate the inclusion the inert section of the rubble in the rehabilitation plan.
5. Stakeholder consultations
6. The most preferred rehabilitation options (with related schematics, maps, etc.)
7. The rehabilitation design
8. The estimated QRP costs (implementation)
9. The rehabilitation schedules and phasing with the remaining elements of the project.
10. Administrative procedure to reach permission for the QRP from the National Council for Quarries.
11. Other recommendations for implementation and monitoring.

Scope of Work for the QRPs:

The Consultant shall perform for each site two tasks:

Task #1: Draft Quarry Rehabilitation Plan:

For each of the designated quarry sites, the Consultant shall prepare a draft QRP comprising of the elements outlined above and following a consultative approach.

Task #2: Final Quarry Rehabilitation Plan

The Consultant shall finalize the QRP based on input from CDR, MoE (and the National Council for Quarries, presided by MoE).

Deliverables of Activity 1 (A1):

The Consultant shall submit to MoE and CDR the below indicated Deliverables as per the Detailed Implementation Schedule. The Deliverables include, inter alia, the following (for each site):

- [A1-D1.1]** Site Inspection, Survey and Assessment Reports including Draft Detailed Survey Report for Task # 1.1: Site Inspection and Data Collection for the Assignments' Sites
- [A1-D1.2]** Final Detailed Survey Reports including Geotechnical Testing and Topographic Study Reports (GTTR) for Task #1.2: Geotechnical Assessment and Topographic Surveys and Task #1.3: Survey Report (SR)
- [A1-D2.1.1a]** Draft Design Brief Reports for Task # 2.1.1: Design Brief
- [A1-D2.1.1b]** Final Design Brief Reports for Task # 2.1.1: Design Brief
- [A1-D2.1.2]** Draft Detailed Designs and Business Plan for the 3 quarry sites.
- [A1-D2.1.3]** Final Detailed Designs and Business Plan for the 3 quarry sites.
- [A1-D2.1.4]** Preliminary designs and Business Plans for 10 temporary MRFs
- [A1-D2.1.5]** Final designs and Business Plans for 10 temporary MRFs
- [A1-D2.2.1]** Draft Quarry Rehabilitation Plan
- [A1-D2.2.2]** Final Quarry Rehabilitation Plan

The Consultant shall submit the Deliverables in both electronic and hard copy forms. After MoE approval of DRAFT and FINAL Deliverables, the Consultant shall provide three (3) signed hard copies

and one soft copy of the approved documents. MoE and CDR shall become the sole owners of all the documents/deliverables produced by the Consultant under this Assignment; MoE and CDR have the full right to utilize the same at its sole discretion without any restrictions.

The consultant shall submit all the deliverables to MoE for review, clearance and approval. Under this activity, all communications such as emails, formal letters, deliverables, etc... shall be addressed to MoE with copies to CDR.

ACTIVITY 2 - Environment & Social Impact Assessment (ESIA) Studies

The Consultant shall prepare the ESIA for the proposed Projects (Quarry Rehabilitation Plans including the construction of MRFs for rubble recycling (**including the ten (10) temporary MRFs**) and safe disposal cells for inert non-recyclable rubble) in consultation with the Contracting Authority, the Council for Development and Reconstruction (CDR), the Ministry of Environment (MoE) and the relevant identified stakeholders, including the municipalities that will be served by these MRFs and SDCs and the surrounding affected communities and vulnerable groups. The Consultant shall undertake all the steps specified in the EIA Decree 8633/2012 and its annexes (especially annexes 7 on EIA scoping and 8 on information required for the preparation of the EIA report) as well as all the related ministerial decisions, applicable World Bank Environmental and Social Standards (ESSs) and World Bank Environmental Health and Safety General Guidelines and Industry Good Practices.

Main Objectives of ESIA Studies:

- To identify and assess the cumulative potential environmental and social risks and impacts of the proposed Projects on the physical, biological and socio-economic environment, and provide appropriate mitigation measures to reduce, limit or halt identified impacts,
- To review the pre-selected Temporary collection points to confirm their suitability to host handling and pre-treatment of the rubble (Sorting, crushing, etc...);
- To review the planning for sites selection and technical designs with the purpose of determining mitigation measures to avoid and minimize adverse impacts following the mitigation hierarchy.
- To present suitable projects alternatives,
- To provide appropriate environmental and social management plans consisting of the mitigation plans, the monitoring plans and the institutional strengthening plans,
- To conduct inclusive stakeholder consultations and address their concerns, and to disseminate the project grievance mechanisms.

Scope of Work of ESIA Study:

The ESIA will cover the following key areas outlined in the table below:

| | |
|----------------------------|--|
| Project Description | <ul style="list-style-type: none"> ● Detailed description of the rubble MRF, safe disposal cell and Rehabilitation Plan, including location, design, capacity, and technology. ● Description of associated facilities (if any) and infrastructure. Noting that associated facilities or activities are not funded as part of the project and are: (a) directly and significantly related to the project; and (b) carried out, or planned to be carried out, contemporaneously with the project; and (c) necessary for the project to be viable and would not have been constructed, expanded or conducted if the project did not exist |
| Baseline Conditions | <ul style="list-style-type: none"> ● Collection of site-specific baseline data on environmental and social conditions in the project area. |

| | |
|---|---|
| | <ul style="list-style-type: none"> ● Assessment of current land use including any land ownership issues and presence of informal land users, water resources, air quality, and socio-economic conditions. ● Conduct surface surveys of locations proposed for SDC development for evidence of cultural heritage. |
| Impact Assessment | <ul style="list-style-type: none"> ● Identification and assessment of potential environmental impacts, including: <ul style="list-style-type: none"> ○ Soil, water, and air pollution. ○ Noise and vibration ○ On biological environment ○ On traffic and road safety ○ Generation and management of hazardous and non-hazardous waste. ○ Resource use and efficiency (water and energy). ○ Greenhouse Gas (GHG) emissions. ● Identification and assessment of potential social impacts, including: <ul style="list-style-type: none"> ○ Labor risks (hazardous work, child labor, forced labor, discrimination, occupational health and safety). ○ Impacts on land use, land access and livelihood impacts due to loss of land including presence of any informal land users (informal waste pickers). ○ Community health and safety. ○ Impacts on vulnerable groups. ○ Risks of gender-based violence (GBV), sexual exploitation and abuse (SEA), and sexual harassment (SH). ○ Tangible and intangible cultural heritage. |
| Analysis of project alternatives | <ul style="list-style-type: none"> ● Overview of the various alternatives considered during the planning phase of the proposed project, along with a list of other potential options that could achieve the same objectives. ● Comparison of these alternatives focusing on potential environmental and social impacts; capital and operating costs; suitability under local conditions; and institutional, training, and monitoring requirements ● Analysis to estimate the preliminary costs and benefits of all alternatives, and consider the scenario where the project is not implemented, |
| Environmental and Social Management Plan | <ul style="list-style-type: none"> ● Development of an Environmental and Social Management Plan (ESMP) with specific mitigation measures for identified impacts. ● Measures to promote adherence to good construction practices and use of special mitigation techniques to avoid pollution and excessive resource use. ● If the surveys mentioned above determine that tangible or intangible cultural heritage may be encountered during ground-disturbing activities, develop and implement a Cultural Heritage Management Plan (CHMP) that is consistent with the requirements of the World Bank ESS8. |
| Stakeholder Engagement | <ul style="list-style-type: none"> ● Carry out inclusive stakeholder engagement to ensure meaningful consultation with affected communities and stakeholders. ● Establish a Grievance Redress Mechanism (GRM) for addressing complaints and concerns. |
| Legal and Institutional Framework | <ul style="list-style-type: none"> ● Review relevant national legislation ● Review World Bank Requirements, particularly: |

| | |
|--|--|
| | <ul style="list-style-type: none"> ○ Environments and Social Framework, “ESF”, 2018. ○ World Bank Group (WBG) Environmental, Health and Safety General Guidelines (“WBG EHS General Guidelines⁷”), December 10, 2007. ○ Public consultation, stakeholder engagement and information disclosure in accordance with ESS10 ○ Access to information policy. ● Review laws, regulations and policies of Lebanon pertaining to environmental protection, environmental assessment and management; labor legal rights, health and safety requirements, land acquisition and social development goals. ● Review relevant international conventions and protocols. ● Identify institutional responsibilities for environmental and social management. |
|--|--|

Methodology:

The ESIA will be conducted using the following methodologies:

- **Literature Review:** Reviewing existing documents, reports, and data relevant to the project.
- **Field Surveys:** Conducting field surveys to collect primary data on environmental and social conditions.
- **Stakeholder Consultations:** Engaging with stakeholders through meetings, interviews, and public consultations.
- **Impact Assessment:** Using qualitative and quantitative methods to assess the potential impacts of the project.
- **Mitigation Planning:** Developing mitigation measures based on the impact assessment findings.

For temporary MRFs deemed feasible and endorsed under Activity 1, the Consultant shall prepare site-specific ESIA, including public consultations, Environmental and Social Management Plans (ESMPs), and monitoring frameworks, in accordance with the EIA Decree 8633/2012 and the World Bank Environmental and Social Standards (ESSs).

Deliverables of Activity 2 (A2):

The Consultant shall deliver the following reports for each selected site including the temporary MRF:

- [A2-D1] Inception Report:** Outline of the methodology and work plan.
- [A2-D2] - Draft Screening Report and Draft ESIA Scoping Report for 3 quarry sites,** as per Annex 7 of the EIA Decree 8633/2012 to be submitted to the MoE.
 - Draft Screening Report and Final ESIA Scoping Report for up to 10 Temporary MRFs.
- [A2-D3] -Final Screening Report and Final ESIA Scoping Report for 3 quarry sites.**
 - Final Screening Report and Final ESIA Scoping Report for up to 10 Temporary MRFs
- [A2-D4] - Draft ESIA Report,** and Draft Environmental and Social Management Plan (ESMP) Report for 3 quarry sites.
 - Draft ESIA Report and draft Environmental and Social Management Plan (ESMP) Report for up to 10 Temporary MRFs
- [A2-D5] Final ESIA Report and Final ESMP Report,** an incorporating feedback from the concerned stakeholders, the WB, MoE and CDR (the Client). The ESIA report shall be compliant with

⁷https://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/policies-standards/ehs-guidelines

the national legislation in Lebanon, and the World Bank ESF requirements. Outlines of the ESIA scoping report and the ESIA report are provided in **Annex 3 and 4, respectively**.

Inclusive stakeholder consultations shall be documented in ESIA report. The basic requirements of public participation, transparency and stakeholder engagement should be observed during the preparation of the ESIA study as required by the MoE and the World Bank requirements under the Environmental and Social Standard 10 (ESS10) of the World Bank (WB) Environmental and Social Framework (ESF). Public consultation shall be undertaken with all project affected persons, other interested parties and vulnerable groups, and feedback/comments from consultations must be included in the relevant section of the final ESIA. The Consultant shall conduct all necessary actions to prepare and complete the ESIA study in compliance with the Lebanese laws, regulations, and policies of Lebanon, World Bank (WB) Environmental and Social Standards and World Bank Group Environmental, Health and Safety (WBG EHS) General Guidelines.

The Consultant shall be responsible for submitting all reports and addressing all comments received by the different stakeholders until clearance/approval by MoE. The ESIA shall be prepared in English. The executive summaries of the draft and final ESIA reports should be translated into Arabic. All reports shall be disclosed after the review and approval of the World Bank and MoE, on MoE's and CDR's websites jointly.

The consultant shall submit all the deliverables to MoE for review, clearance and approval. Under this activity, all communications such as emails, formal letters, deliverables, etc... shall be addressed to MoE with copies to CDR.

ACTIVITY 3 – Preparation of Tender Document and Assistance during tendering.

The Consultant shall prepare and submit the **Construction and Operation Tender Documents** based on a **Build and Operate (BO) framework**. The documents shall contain, at minimum, the compilation of drawing sets, specifications with technical preface, BOQs, contractor's qualification criteria including inter alia, administrative, commercial, financial, EHS and technical criteria, terms of payment, and other procurement documents as deemed necessary. The tender documents must include the requirements for the transport of rubble from temporary storage sites to the final sites for treatment and disposal.

The tender documents must clearly specify that the selected Contractor will be responsible for:

- Transport of rubble from temporary storage sites to the designated final treatment and disposal sites.
- Final Design and Engineering of the quarry rehabilitation plans and rubble management facilities.
- Construction of the Material Recovery Facilities (MRFs), Safe Disposal Cells (SDCs), and associated infrastructure.
- Operation and Maintenance (O&M) of the facilities for a minimum period of 1 year with the possibility of 1 year renewal post-construction. The period shall be proposed by the consultant based on a financial & economic study to be prepared by him.

In addition to tender documents for central MRFs and SDCs, the Consultant shall prepare Build and Operate (BO) Tender Documents for the construction/installation and operation of approved temporary MRFs, ensuring clear allocation of risks, definition of O&M performance standards, and environmental, health and safety requirements. The Consultant shall provide technical support during solicitation, clarifications, and evaluation of bids for these temporary MRFs.

The Build Operate framework shall clearly allocate risks and responsibilities between Client (CDR) and the Contractor.

The Construction Tender Document shall comprise the Following Volumes and Documents:

Volume 1: Request for Bid (RFB)

Volume 2: Specifications

Volume 3: Bill of Quantities

Volume 4: Detailed Drawings

Volume 5: Draft Build/Operate Contract Final Design Report

Also, The Consultant shall support CDR throughout the solicitation and evaluation of construction tenders. More specifically the Consultant shall:

- Provide CDR/PMU with answers to the Clarifications Requests raised by the Prospective Bidders as might be requested, prior to **Bid Submission Date (BSD)** of the Construction of the Material Recovery Facilities and Safe disposal cells Bid Project
- Support in the technical and financial evaluation of the offers received and prepare the evaluation reports needed.
- Preparing evaluation reports including scoring of **BO-specific experience and operational proposals**.

Deliverables of Activity 3 (A3):

The Consultant shall submit to CDR the below indicated Deliverables as per the Detailed Implementation Schedule. The Deliverables include, inter alia, the following (for each site):

- **[A3-D1.a]** - Draft Tender Document
- **[A3-D1.b]** – Final Tender Document
- **[A3-D2]**- Providing CDR/PMU with answers to the Clarifications Requests raised by the Prospective Bidders as might be requested, prior to Bid Submission Date.
- **[A3-D3]**- Draft Technical and Financial Evaluation Reports
- **[A3-D4]**- Final Technical and Financial Evaluation Reports
- **[A3-D5]**- Draft and Final Tender Documents for Temporary MRFs

ACTIVITY 4: Supervision Services

The Consultant will provide support to CDR at all stages of projects implementation. The Consultant shall supervise the implementation of the construction of the material recovery facilities, safe disposal cells and rehabilitation of quarry sites at the selected number of locations (3 sites) in addition to temporary MRFs (if deemed feasible). In this regard, the Consultant will be called to mobilize multi-disciplinary teams simultaneously to execute related tasks which may include, without being restricted to:

1. The Consultant will ensure that the contractor constructs the works in accordance with the approved designs, specifications, terms of the contract, and relevant engineering standards and codes of practice;
2. The Consultant will ensure that the contractor achieves all construction performance measures and especially those related to time, cost, quantity and quality of the works, environmental protection, community relations, worker health and safety and protection of works;
3. The Consultant shall ensure a permanent presence of his key personnel at the works site/sites in accordance with Contractors' work plan;

4. The Consultant is responsible to control all the mitigation measures and the monitoring plan as given in the Environmental Impact Assessment (ESIA) studies to prevent the environmental pollution due to construction works (e.g. oil. leakage. noise. air pollution);
5. The Consultant is responsible to review of the emergency action plans to be prepared by the Contractors;
6. The Consultant is responsible for promptly informing CDR in case of likelihood or existence of deviation from the construction work plan, increase in costs and duration for completion of works;
7. Preparation of supplementary plans and additional technical studies and investigations that may be required in order to resolve actual unforeseen conditions on the site and because of carrying out the review of the contractor's detailed design and construction drawing;
8. Review and approval of shop drawings and specifications issued by the Works Contractor;
9. Review and approval of test results of laboratory tests;
10. Maintain a presence on the site/sites, as well as specific visits by specialists in order to observe and to report on the progress and the quality of construction and the installation of equipment;
11. Reviewing and issuing payment certificates;
12. Participation in weekly site meetings with the contractors and other affected parties;
13. Study and verification of the contractor's work program, organization and method statements, proposals for material sources and quality assurance plan: review and comment as necessary or recommend acceptance;
14. Study and verification of the contractor's proposals for implementation of the Environmental Management Plan (EMP), Health and Safety Plan (HSP), public health and public safety awareness program and traffic management plan: review and comment as necessary or recommend acceptance;
15. The Consultant shall set up a supervisory organization including monitoring systems to ensure a fast and efficient administration of the activities, a timely implementation of the works and an efficient use of the financial resources.

The Consultant shall also supervise the construction and operation of any temporary MRFs established under this assignment, ensuring compliance with approved designs, ESIA requirements, and tender conditions. The Consultant shall monitor performance against agreed KPIs and report in the same format as for the central MRFs and SDCs.

In summary to the above, the Supervision and follow-up of the project will comprise the following activities:

1. Site/field visits and inspections;
2. Review/approve shop drawings/ as-built drawings,
3. Review/approve/reject submittals presented by the contractor,
4. Review/approve/reject the implementation programme submitted by the contractor,
5. Ensure that works meet the technical specifications,
6. Review/approve/reject the Works implemented by the contractor,
7. Designate, review and approve test results,
8. Supervise infrastructure all works and installations on sites,
9. Monitor progress in accordance to the implementation programme and take active steps to mitigate any delays in implementation,
10. Anticipate potential claims and take steps to mitigate their effect,

11. Analyze and provide detailed reports on submitted claims, and all other activities as deemed necessary for the good execution of the works in conformity with the requirements of the contract documents and best engineering professional practice.
12. Participation to meetings with the different stakeholders concerned with the project and prepare the relevant Minutes of Meeting;
13. Formulation of technical notes about the execution;
14. Preparation of the necessary contractual documentation to initiate the acceptance process;
15. Any other activity that might be deemed necessary to execute this technical assistance in a perfect manner
16. Provide assistance in Payments Validation through the approval on payment requests initiated by the contractor and issuing Interim Payment Certificates. The Consultant is expected to operate the required control and due diligence processes for the validation (existence of an original invoice submitted with the necessary justifications; conformity of the invoicing with the services rendered, supplies or works effectively provided, delivered or executed; conformity of the invoicing in terms of quantity, quality and schedule with the provisions of the contracts; conformity of the amounts invoiced with the unit cost and budget appropriation of the contracts; etc..).

The technical validation of the payments will be operated by the Consultant; in this regard, the Consultant shall:

- a) Perform any necessary inspections (site visits, verification of documents, drawings and designs, approval on Requests for Inspections, etc.);
- b) Produce “a certificate of conformity” for the expenses he deems receivable; and
- c) Produce a technical note for the expenses he rejected or about which he has a certain reservation.
- d) Any other activity that might be deemed necessary to execute this technical assistance in a successful manner;

Deliverables of Activity 4 (A4): (For each site separately)

The Consultant shall provide the following deliverables within the deadlines/durations specified below (for each site separately).

Timeline of Activity 4 (A4) Deliverables:

| Deliverable | Report | Time for Completion |
|--------------------|--|--|
| [A4-D1] | Monthly Progress Report | At the end of each month from the CO |
| [A4-D2] | Quarterly Progress Reports (from Commencement Order-CO) | at the end of each Quarter starting from the CO. |
| | <i>Review and Comment by CDR</i> | 3 weeks |
| [A4-D3] | Final Supervision Report | CO+ 60 weeks |
| | <i>Approval by CDR</i> | 1 week |
| | <i>Completion of Activity A4 (from CO to start this activity)</i> | 61 weeks |

IV. Duration for Activities A0, A1, A2 & A3

The Commencement Date is the contract Notification Date (ND). The Consultant shall complete the the Activities 0, 1 and 2 and provide the deliverables within the deadlines/durations specified below (for each site separately).

Timeline of Activity 0 (A0):

| Deliverable | Report | Duration |
|-------------|---|----------------|
| [A0-D1] | Rubble Storage Sites Survey Report | ND+ 4 weeks |
| | Review and comment by MOE | 1 week |
| [A0-D2] | Digital Database - GIS Compatible | ND + 6 Weeks |
| [A0-D3] | Prioritization matrix report | ND + 8 weeks |
| [A0-D4] | Screening report on the feasibility of MRFs | ND + 9 weeks |
| | Completion of Activity A0 | 9 weeks |

Timeline of Activity 1 (A1):

| Deliverable | Report | Duration |
|--|--|-----------------|
| <i>Task # 1: Site Inspection, Survey and Assessment</i> | | |
| [A1-D1.1] | Site Inspection, Survey and Assessment Report including Draft Detailed Survey Report | ND + 3 weeks |
| | Review and comment by CDR | 3 weeks |
| [A1-D1.2] | Final Detailed Survey Report (SR) including Geotechnical Testing and Topographic Study Report (GTTR) | ND + 9 weeks |
| | Approval by CDR | 1 week |
| | Completion of Activity A1 Task1 (from ND to start this activity) | 10 weeks |
| <i>Task #2.1- Preparation of Detailed Design</i> | | |
| [A1-D2.1.1a] | Draft Design Brief Report | ND + 11 weeks |
| | Review and Comment by CDR | 2 weeks |
| [A1-D2.1.1b] | Final Design Brief Report | ND + 15 weeks |
| | Review and Comment by CDR | 2 weeks |
| [A1-D2.1.2] | Draft Detailed Design and Business plans for the 3 quarry sites. | |
| [A1-D2.1.4] | Preliminary Design and Business Plans for 10 Temporary MRFs | ND + 20 weeks |
| | Review and comment by CDR | 2 weeks |
| [A1-D2.1.3] | Final Detailed Design and Business plans for the 3 quarry sites. | |
| [A1-D2.1.5] | Final Design and Business Plans for 10 Temporary MRFs | ND + 24 weeks |
| | Approval by MoE CDR. | 2 week |
| | Completion of Activity A1 -Task 2.1 (from ND to start this activity) | 26 weeks |
| <i>Task #2.2: Quarry Rehabilitation Plans (QRP).</i> | | |
| [A1-D2.2.1] | Draft QRP | ND + 12 weeks |
| | Review and Comment by MoE | 3 weeks |
| [A1-D2.2.2] | Final QRP | ND + 20 weeks |
| | Approval by MoE | 2 week |
| | Completion of Activity A1-Task 2.2 (from ND to start this activity) | 24 weeks |
| *Pricing for each of the ten sites will be quoted by the consultant | | |

Timeline of Activity 2 (A2):

| Deliverable | Report | Duration |
|--------------------|--|-----------------|
| [A2-D1] | Inception Report | ND + 3 weeks |
| [A2-D2] | Draft Screening Report and Draft ESIA Scoping Report for 3 quarry sites. | ND + 6 weeks |
| | Draft Screening Report and Final ESIA Scoping Report for 10 Temporary MRFs | |
| | Review and comment by MOE | 3 weeks |
| [A2-D3] | Final Screening Report and Final ESIA Scoping Report for 3 quarry sites. | ND + 10 weeks |
| | Final Screening Report and Final ESIA Scoping Report for 10 Temporary MRFs | |
| [A2-D4] | Draft ESIA Report and Draft Environmental and Social Management Plan (ESMP) Report for 3 quarry sites. | ND + 14 weeks |
| | Draft ESIA Report and Draft Environmental and Social Management Plan (ESMP) Report for 10 Temporary MRFs | |
| | Review and comment by MOE | 9 weeks |
| [A2-D5] | Final ESIA Report; and Final Environmental and Social Management Plan (ESMP) Report for 3 quarry sites. | ND + 25 weeks |
| | Final ESIA Report and Final Environmental and Social Management plan (ESMP) Report for 10 Temporary MRFs | |
| | | |
| | Approval by MOE | 1 week |
| | Completion of Activity A2 (from ND to start this activity) | 26 weeks |

*Pricing for each of the ten sites will be quoted by the consultant

Timeline of Activity 3 (A3):

| Deliverable | Report | Duration |
|--------------------|---|--------------------------|
| [A3-D1.a] | Draft Tender Document | ND+ 30 weeks |
| | Review and Comment by CDR | 2 weeks |
| [A3-D1.b] | Final Tender Document | ND + 34 Weeks |
| [A3-D2] | Answers to CDR/PMU with answers to the Clarifications Requests raised by the Prospective Bidders as might be requested, prior to Bid Submission Date (BSD) of the Construction of the Material Recovery Facilities Material Recovery Facilities and Safe disposal cell Bid Project | up to 4 weeks before BSD |
| [A3-D3] | Draft Technical and Financial Evaluation Report and possibly requesting clarifications from Bidders | BSD +2 weeks |
| | Review and Comment by CDR. | 1 week |
| [A3-D4] | Final Technical and Financial Evaluation Report | BSD + 4 weeks |
| | | |
| | Approval by CDR | 1week |
| | | |

BSD: Bid Submission Date

ND: is the Notification Date for each activity in the Contract.

Intermediate partial submissions of parts of reports and/or plans for discussion are not considered official submissions. Review time is included in the time duration of services.

In view of the above activities to be achieved, it is anticipated that staff input will be 55 Man/Month (key-staff months).

5. Duration for Activity A4 (Time Based).

In view of the tasks to be achieved, it is anticipated that staff input will be 116 key-staff months for the 3 sites , as follows:

| Key Staff | Input in staff-months |
|--|---|
| 1. Resident Engineer | 14 staff-months |
| 2. Site Engineer/ Mechanical Engineer/ Industrial (3 site Engineers, 1 per site) | 14x3=42staff-months + 1 week per month during the 2 years operation for a total of 6 staff-month |
| 3. Geotechnical Engineer | 7 staff-months (Half Time) |
| 4. Circular Economy/Rubble Recycling Expert | 7 staff-months (Half Time) |
| 5. Quarry Rehabilitation Expert | 4 staff-months (Part Time) |
| 6. Environmental Expert | 7 staff-months (Half Time) + 1 week per 3-months during the 2 years operation for a total of 2 staff-months |
| 7. Occupational Health and Safety Expert | 7 staff-months (Half Time) + 1 week per 3-months during the 2 years operation for a total of 2 staff-months |
| 8. Social Expert | 7 staff-months (Half Time) + 1 week per 3-months during the 2 years operation for a total of 2 staff-months |
| 9. Air Quality and Dust Control Specialist | 7 staff-months (Half Time) + 1 week per 3-months during the 2 years operation for a total of 2 staff-months |

| Non-Key Staff | Input in staff-months |
|---|--|
| 1. Site Inspector (3 site inspectors, 1 per site) | 14x3=42staff-months + 1 week per month during the 2 years operation for a total of 6 staff-month |
| 2. Surveyor | 14 staff-months |
| 3. Office Administrator | 14 staff-months |

The Consultant shall quote the cost of his staff, technical, equipment and other costs as he deems to be required. He shall summarize his monthly costs and accompany the same with a schedule showing the involvement of project staff. As part of the Works Contract, the Consultant will be provided for on-site office space and 2 Vehicles per site.

Staff Remuneration cost

Staff remuneration covers the monthly remuneration rates for each local and expatriate personnel.

Reimbursable Expenses

Monthly Communication Costs: This includes costs for local and international communication, internet, and fax services.

Report Production Costs: Expenses related to the production of reports, including printing, shipping, and delivery to the client.

Payment of reimbursable costs, which covers all out-of-pocket payments, will be made based on actual and reasonable costs against acceptable documentary evidence.

No other payments will be made to the Consultant under this contract.

General Obligations: the Consultant's remuneration shall be deemed to cover his liabilities, travel costs, and support of his head office staff and all his obligations other than additional services not covered by these Terms of Reference.

The cost of all equipment to carry out the services of Activities A0 to A2 such as but not limited to topographic & measurements equipment, all related equipment for the Geotechnical scope, lab tests.... and all related costs such as transportation, mobilization, insurances, etc... shall be deemed to be included in his price.

An advance of not more than 15% of the total of Activities A0 to A2 and separately an advance of no more than 15% of the total cost of Activity A4 - supervision cost may be provided for mobilization costs against an acceptable (to the Client) bank guarantee. The advance payment will be deducted from the first ten months' invoices presented by the Consultant for payments until it is fully recovered, following a schedule agreed upon with the Client.

The engagement shall be deemed to have started upon the issuance of the Notice to Commence by the Client and shall terminate after the DNP when the final inspection of the works has been done and the Consultant has fulfilled all his obligations, whichever comes later.

The estimated duration of the services is 14 months with additional 2 years optional to CDR for operation monitoring.

The Consultant must review, adapt, and rationalize the outlined staff input in his proposal, such that there will be as much continuity of employment as is practicable in the teams it proposes to assign. The Consultant should consider the prospective peaks of construction activity and ensure the adequacy of staffing levels during such periods, and, at the same time, periods with low productivity levels should not be un-economically over-staffed. The objective is that the Consultant should propose to assign a team that will be best suited to the methodology of its supervision and management systems. The Consultant should also consider the added value that the organization will provide.

Depending on the works currently in progress, details of staffing levels will be agreed through the course of the assignment with the Client.

It should be noted that the Consultant shall work according to the contractor's work schedule, which may include work during 7 (seven) days a week. Night shifts may be expected as well. The Consultant will not be entitled to any overtime payment.

V. Meetings and Reporting

The Consultant shall prepare technical reports and/or presentations as might be deemed necessary by CDR. The Consultant shall attend all meetings (Including those with the Stakeholders, and other entities) that the CDR requests the Consultant to attend with the proper representation as would be determined by the CDR. Furthermore, the Consultant shall prepare regular updates of the implementation schedule and methodology.

VI. Key Staff

For Activities 0, 1, 2 & 3, The Consultant shall:

- Provide highly experienced staff (Environmental Engineers, Social Specialists, OHS specialists, rubble management experts, Architects, Landscapers, Electrical, Civil/Structural and Mechanical Engineers, Quality Controller, Quantity Assessors, Geologist/Hydrogeologist, etc..).
- Provide a description of the inputs/resources (team of experts, facilities, etc.) required to achieve the expected results.
- Describe the structure and composition of its key experts for provision of the services, including support staff and list the main activities of the Assignment, and the key expert(s) responsible for these activities. Including the division of gender of all staff that will be working under this contract.
- Provide an organogram illustrating the reporting lines together with a description of such organization of the team structure.
- Provide the curriculum vitae of all proposed experts including their gender, annexed to the proposal.
- Provide a schedule for the activities to be carried out within the noted assignment duration, annexed to the proposal.
- Provide a methodology to carry out the required activities, annexed to the proposal.

The Consultant staff shall deploy for the execution of the Assignment, as a minimum, the below key experts on a full-time work basis for Activities 0, 1, 2 and 3:

1- Team Leader – she/he shall:

- a. Have a minimum 15-year experience in the Solid Waste management field. Experience in the management of rubble is preferable.
- b. Have experience in leading large-scale, multi-site infrastructure projects
- c. Have experience in technical coordination of multidisciplinary teams across different trades of a project.
- d. Have experience in project and/or design management.
- e. Have a Bachelor degree in Environmental Engineering or any related field.
- f. Be responsible for coordination and overseeing the activities of the Assignment.
- g. Act as Key focal person to liaison and to communicate with CDR.

2- Circular Economy/Rubble Recycling Expert – She/he shall:

- a. Have a minimum 10-year experience in the reuse/recycling of construction materials and concrete aggregates.
- b. Have strong experience in waste management processing and/or quarrying operation and machineries.
- c. Have experience in coordination between different trades of a project.
- d. Have experience in project and/or design management:

- e. Have a Bachelor degree in Environmental/Civil Engineering or any related field.

3- Landfill Design Expert- She/he shall:

- a. Have a minimum 10-year experience in the Solid Waste or rubble management field.
- b. Have strong experience in the design, construction, and operation of sanitary engineered landfills, landfill liner barrier protection systems, and sanitation and leachate management systems.
- c. Have experience in coordination between different trades of a project.
- d. Have experience in project and/or design management:
- e. Have a Bachelor degree in Geotechnical/Environmental/Civil Engineering or any related field.

4- Quarry Rehabilitation Expert- She/he shall:

- a. Have a minimum 10-year experience in design, construction and implementation of quarry restoration.
- b. Have experience in coordination between different trades of a project.
- c. Have experience in project and/or design management:
- d. Have a Bachelor degree in Geotechnical/Environmental/Civil Engineering or any related field.

5- Geotechnical Expert– she/he shall:

- a. Have a minimum 10-year experience in the geotechnical field.
- b. Have experience in geotechnical engineering and related design for SWM infrastructure projects.
- c. Have experience in coordination between different trades of a project.
- d. Have experience in project and/or design management.
- e. have a Bachelor degree in Geotechnical Engineering or any related field.

6- Mechanical Engineer- Specialized in Infrastructure Water, Irrigation and Drainage Systems Design - she/he shall:

- a. have a minimum 7-year experience in the mechanical engineering field.
- b. Have a demonstrated experience in the design of safe disposal cells.
- c. Have experience in coordination between different trades of a project.
- d. Have experience in project and/or design management.
- e. have a Bachelor degree in the Mechanical Engineering field.

7- Landscaper - she/he shall:

- a. have a minimum 7-year experience in landscaping.
- b. have a BS or BE (MSc or PhD are a plus), in Urban Planning or Landscaping or other relevant disciplines.

8- Environmental Expert - she/he shall:

- a. have a minimum 7-year experience in preparation of ESIA's in the solid waste sector or rubble management.
- b. MSc or PhD in Environmental Sciences or Engineering, Geology, or other relevant disciplines.

9- Health and Safety Specialist - she/he shall:

- a. have a minimum 7-year experience in health and safety in the solid waste industry or rubble management.
- b. have experience in implementing standard operating procedures related to health and safety at work sites.

10- Social Specialist(s) - she/he shall:

- a. have a minimum 7-year experience in Lebanon, including public consultation in the local context, community health and safety, and/or resettlement expertise, as required.
- b. have a BS or BE (MSc or PhD are a plus), in Social Studies, or other relevant disciplines.

11- Transport Engineer – she/he shall

- a. have a minimum of 7-year experience in transportation management including routing, distance optimization and safety management.
- b. have a BS or BE in transportation management.

12- Air Quality and Dust Control Specialist – she/he shall

- a. have a minimum of 7-year experience in air quality monitoring and management particularly in relation to dust mitigation and air quality compliance from transport, crushing and handling operations of rubble.
- b. have a BS in environmental sciences or Engineering with emphasis on air quality management and monitoring.

Other Supporting highly competent staff that are needed to conduct and deliver high quality Engineering Services and communication tasks (e.g. Social Specialist, Environmental Engineer, Geologist/hydrogeologist, Quality Controller, Quantity/Cost Assessor, Draftsperson, Surveyor, Communications Officers, Enumerators etc.)

For Activity 4: Construction Supervision Staff

The Consultant shall make his assessment of the staff needed and their time participation in carrying out the work but this must comprise at least the minimum specified here. The Consultant shall also make his assessment of the staff necessary to perform the pre-construction services and supervision of the contractor during construction. However, upon construction start-up, the consultant shall seek the client's approval on the Field staff and their number.

No staff shall be mobilized until the Consultant has received formal written approval from the employer for each member of staff. Such approval shall be provisional. During the first three months of their duties, the performance of each member of the Consultant's staff will be monitored. If the performance of a member of the Consultants' staff is deemed inadequate by the CDR, the Consultants shall provide a replacement.

An indicative list of staff is presented below:

1- Resident Engineer

- a. A minimum of B.Sc. degree in Civil Engineering/ environmental Engineering with at least 15 years of experience out of which 10 years of experience as a Resident Engineer or equivalent capacity in the Solid Waste management field. Experience in the management of rubble is preferable. He shall be a Registered Engineer or equivalent membership with extensive experience in Solid Waste management field. Duties include overall responsibility for the management of staff. Maintaining contact with the Employer and Consultant's head office. Liaison with public authorities and general members of the public. Ensuring adequate supervision of works and maintaining control of programming, claims, and variations. Issuing instructions to Contractor.
- b. Languages: English and Arabic.

2- Site Engineer/ Mechanical Engineer/Industrial

- a. A minimum of B.Sc. degree in Civil Engineering with 10 years of experience in similar works. Responsible for Supervision of site works – materials and workmanship. Maintaining records of the Contractor's activities, plant and labor. Maintaining records of complete works.
- b. Languages: English and Arabic.

3- Geotechnical Engineer:

- a. A minimum of B.Sc. degree in Civil Engineering with 10 years of experience in geotechnical field in similar works. Responsible for Supervision of site works – materials and workmanship. Maintaining records of the Contractor's activities, plant and labor. Maintaining records of complete works.
- b. Languages: English and Arabic.

4- Circular Economy/Rubble Recycling Expert:

- a. A minimum of Bachelor degree in Environmental/Civil Engineering or any related field, with 10-year experience in the reuse/recycling of construction materials and concrete aggregates. Have strong experience in waste management processing and/or quarrying operation and machineries.
- b. Languages: English and Arabic.

5- Quarry Rehabilitation Expert:

- a. A minimum of Bachelor degree in Geotechnical/Environmental/Civil Engineering or any related field, with minimum 10-year experience in design, construction and implementation of quarry restoration.
- b. Languages: English and Arabic.

6- Environmental Expert:

- a. A minimum of Bachelor degree in Environmental Sciences or Engineering, Geology, or other relevant disciplines, with minimum 7-year experience in preparation of ESIA's in the solid waste sector or rubble management.
- b. Languages: English and Arabic

7- Occupational Health and Safety Expert:

- a. A minimum of Bachelor degree in Health and Safety, Engineering or other relevant disciplines, with minimum 7-year experience in health and safety in the solid waste industry or rubble management.
- b. Languages: English and Arabic.

8- Social Expert:

- a. A minimum of BS or BE (MSc or PhD are a plus), in Social Studies, or other relevant disciplines, with minimum 7-year experience in Lebanon, including public consultation in the local context, community health and safety, and/or resettlement expertise, as required.
- b. Languages: English and Arabic.

9- Air Quality and Dust Control Specialist:

- a. A minimum of BS in environmental sciences or Engineering with emphasis on air quality management and monitoring, with minimum 7-year experience in air quality monitoring and management particularly in relation to dust mitigation and air quality compliance from transport, crushing and handling operations of rubble.
- b. Languages: English and Arabic.

The above staffing is an indication of the requirements, but the consulting firm has the ultimate responsibility to staff the supervision teams adequately to take full responsibility for the quality of the work and timely implementation.

VII. Working Hours

During site construction and installation works the Consultant shall ensure that his staff are on site at all times when the Contractor is working.

VIII. Consultant's Facilities

Office space, furnishings and site transportation will be provided in the Contractor's at each of the 3 site offices.

Annex 1. Transportation services of Rubble from Municipal Collection Points to Central Processing and disposal Facilities

1. Background

The Ministry of Environment (MoE) identified quarry sites in the various governorates affected by the conflict, that could serve as treatment and final disposal sites for the rubble that cannot be reused/ recycled. Several sites were retained in quarry sites where central treatment facilities and safe disposal cells (SDC) could be built specifically for rubble management, after the ESIA has been prepared and reviewed by MOE.

In the meantime, municipalities have begun clearing rubble and debris from affected neighborhoods. Cleared rubble is being temporarily stored at designated municipal collection points. Collection points are currently being used to temporarily store rubble in the affected governorates. It is now essential to either use the temporary site to sort and process the rubbles (as per the results of the ESIA) or transfer rubble to up to 3 central processing facilities where rubble will be sorted, crushed, and reused, when possible, with residuals safely disposed of in SDCs specifically designed for the containment of rejects from rubble.

The transport operations must be conducted efficiently and in compliance with national environmental, occupational health, and safety community health and safety regulations with the World Bank Environmental and Social Standards and Industry EHS Guidelines. Moreover, the transport operations shall take into consideration all the steps, methods and safeguards indicated in MoE-UNDP SOPs (2025) and particularly SOPs 1 (Debris Pre-Processing Measures) and 2 (Debris Processing). This TOR outlines the requirements for recruiting contractors responsible for transporting rubble from collection points to central facilities.

2. Objective

- Collect and transport rubble from identified municipal collection points.
- Deliver rubble to assigned central rubble processing and crushing facilities.
- Operate under strict environmental, technical, health and safety and social performance criteria to minimize harm and ensure compliance with national standards and good industry practice.
- Rubble which has not been cleared by the Lebanese Army for explosive remnants or war (ERW) or have unmanaged human remains will not be eligible for transportation.

3. Scope of Work

- Mobilize the necessary number of trucks and equipment suitable for transporting rubble.
- Collect rubble from multiple municipal collection points identified.
- Transport rubble to one or more of the six designated central processing facilities. Travel distances are not expected to exceed 40 km for a one way trip.
- Prepare and implement the sites-specific Environmental and Social Management Plan (C-ESMP), consistent with the relevant ESSs prior to start of activities and implement the ESMP throughout Project implementation.
- Ensure occupational, traffic and community safety and environmental protection during loading, transport, and unloading.
- Report daily on operations, including volume transported and incidents, if any.

- Report monthly on E&S performance
- Comply with relevant aspects of the ESCP including, inter alia, C-ESMP, the Labor Management Procedures and require subcontractors to comply with the E&S specifications of their respective contracts.
- Coordinate with local authorities and facility operators to ensure smooth logistics.

5. Technical Requirements

5.1 Fleet Requirements

- The contractor shall provide a list of dedicated trucks including:
 - Type (e.g., dump truck, tipper, loader,).
 - Capacity (minimum 20 m³ for trucks).
 - Age (preferably less than 10 years or well-maintained).
 - Vehicle maintenance log
- All vehicles must:
 - Be mechanically sound and roadworthy.
 - Be covered/sealed to prevent dust and spillage.
 - Be suitable for transporting heavy, coarse materials like bricks, concrete, and mixed debris.

5.2 Loading and Unloading

- Loading must use appropriate mechanical equipment (e.g., excavators, loaders).
- No manual handling of rubble is permitted unless approved and properly managed.
- Unloading must be conducted only at the designated central processing facilities, in coordination with the contracting authority.
- Overloading of trucks is strictly prohibited.

5.3 Routing and Scheduling

- Submit a detailed logistics plan, including:
 - Routes from each collection point to the designated facility.
 - Timetables aligned with operational hours of all sites.
- Routes must avoid sensitive locations (e.g., water bodies, protected habitats, densely populated areas, hospitals, schools) and comply with any municipal restrictions.
- Schedule the transport during off-peak hours to reduce traffic congestion and air pollution.
- Maintain a contingency plan with backup trucks and machinery.
- Preventive maintenance must be conducted regularly.

5.4 Tracking and Reporting

- All vehicles must be GPS-enabled for real-time tracking.
- Contractors should maintain accurate trip logs capturing:
 - Departure and arrival times.
 - Origin and destination.
 - Vehicle ID, driver name, estimated and verified tonnage.
- Submit daily and weekly reports summarizing trips, volume, and any incidents.

5.5 Spill Control and Incident Management

- Equip trucks with spill kits and clean-up tools.
- In case of spillage or accidents, the contractor must:
 - Clean the affected area immediately.
 - Notify relevant authorities and the client.
 - Submit a written incident report within 24 hours.

5.6 Health and Safety

- Train the workers on occupational health and safety, and community health and safety issues associated with rubble management
- Provide all drivers and workers with proper Personal Protective Equipment (PPE), including helmets, gloves, safety boots, reflective vests, and dust masks
- All vehicles must carry a first aid kit.
- Conduct routine safety briefings and toolbox talks for staff.
- Provide training for drivers and labourers involved in dealing with rubble on proper rubble handling techniques, identification of hazardous materials, potential contamination routes, and emergency handling procedures, including reporting protocols.
- Implement dust control measures, including the use of water sprays, to minimize airborne particulate matter during loading, unloading, and transport.
- All rubble transported by trucks must be securely covered with tarpaulins or equivalent materials to prevent spillage and dust generation.
- Ensure transport vehicles are maintained to prevent leaks of fuel, oil, or other hazardous substances.

5.7 Quality Control and Penalties

- Contractors are responsible for:
 - Ensuring clean and efficient transport.
 - Avoiding route violations, delays, or public nuisance.
- Repeated non-compliance will result in financial penalties or termination.

6. Environmental and Social Requirements

6.1 Environmental & Social Standards Compliance

Contractors shall:

- Develop a comprehensive environmental and social management plan (ESMP) tailored to the project's scope.
- Conduct bi-monthly training sessions for sub-contractors on adhering to environmental, health, safety, and social standards .
- Ensure that all transport and disposal operations comply with MoE-approved standards including Memo 1/1 dated 3 January 2025 and include measures to mitigate dust, noise, and traffic disruptions.
- Ensure the workers fitness to the Job including inter alia conducting medical exams
- Ensure Prevent dispersion of dust and particles using covers or wetting systems where applicable.
- Ensure no dumping or leakage of rubble occurs along the transport route.
- Clean vehicle exteriors and tires regularly to prevent contamination of roads and neighborhoods.
- Employ local labor wherever possible and promote fair labor conditions in line with Labor Code and OHS regulations.
- Provide a grievance mechanism for workers and local residents to report concerns.
- Train staff on respectful behavior, cultural sensitivity, and communication with affected communities.
- Avoid high-traffic and residential zones unless necessary and authorized.
- Use signage and escorts where needed to warn pedestrians or manage congested areas.
- Minimize noise during early morning or late-night operations.

Additional requirements for contractors:

- Follow the International Guidelines such as those from the World Health Organization (WHO) or the Occupational Safety and Health Administration (OSHA) in handling the rubbles.
- Ensure that workers are trained to handle the rubbles including Implementing awareness programs to educate them about the risks associated with rubbles management.
- Follow Safety Protocols: Use specific types of PPE that must be used by workers handling rubbles, such as respirators, protective clothing, and gloves.
- In the C-ESMP conduct a risk assessment to identify potential hazards and outline measures to mitigate them and an emergency response plan for dealing with accidental releases or exposure incidents.

7. Monitoring and Reporting

Contractors must submit:

- **Daily trip logs** with GPS data, volume, and time stamps.
- **Weekly summaries** detailing:
 - Volumes transported.
 - Operational issues or delays.
 - Safety or environmental incidents.
- Notify the Contracting agency of any incident or accident relating to the project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers. Incident reports must be submitted within 24 hours
- The client reserves the right to conduct random inspections and performance reviews.

Provision of ArcGIS Enterprise Mobile Worker License and Digital Monitoring Requirements for the duration of the contract:

Under this Contract, the Consultant shall allow for his team two term subscriptions for the ArcGIS Enterprise Mobile Worker User Type, enabling designated field personnel to securely access ArcGIS Enterprise through mobile applications for the purposes of viewing, collecting, updating, progress reporting and managing geospatial data in real time.

The provision of the term subscription license shall support digital field monitoring and operational reporting.

In this context, the consultant shall develop the form for progress reporting in coordination with CDR.

Annex 2. Rubble Treatment Facilities Conceptual Design

Rubble Treatment Facilities Conceptual Design

1.1 Material Recovery Facilities

Management of rubble requires technological solutions to maximize material recovery while minimizing environmental impacts. Inert waste treatment units (Material Recovery Facilities) are proposed to be constructed and operated to recycle the inert rubble. The treatment process which is proposed to be implemented is summarized below.

Process

The transport vehicles carrying rubble materials enter the facility through the entrance gate, where they are weighed using the weighbridge located nearby. They then proceed to the reception area.

After unloading their content, they follow the road network back towards the facility's exit. The facility's process begins with the loaders collecting the materials, transporting them, and feeding them into the processing line. The processing line includes:

- 1 pulveriser
- 1 crusher of 300mm
- 1 flip flow to separate the material into 3 fractions
- 1 separator
- 1 handpicking station
- 1 crusher of 80mm
- 1 flip flow to separate the >300 material into two fractions

Rubble treatment facility follows a structured flow to process incoming materials efficiently. The process can be divided into the following key stages:

Reception Area & Initial Sorting

- Incoming waste is delivered to the reception area.
- Large concrete parts are identified and directed to the **pulveriser** for size reduction. Harder materials including metals can be handled by using a pulveriser mounted on an excavator in order to reduce size especially when large pieces of concrete are identified as well as to avoid damage to crusher which is the next step.

Primary Crushing

- The remaining waste enters a **primary crusher**, reducing material size down to **300mm**.

Initial Screening & Separation

- The crushed material undergoes a **Flip Flow screening process (Bottom Deck)**, classifying it into three fractions:
 - **<10mm**, where sand is being recovered and temporarily stored as final material
 - **10-50mm** for further separation and recovery
 - **50-300mm** for further separation and recovery
- Separated materials are directed towards different processing units.

Air Separation

- The **10-50mm fraction** is further processed:
 - An **air separator** segregates lighter fractions (e.g., recyclables like plastics and wood). The lighter fractions may include wood, plastic, textiles, and light debris, which are recovered for recycling.
 - The heavier **10-50mm fraction** is classified as clean material (3A) which can be used in road construction and other Projects

50-300mm fraction

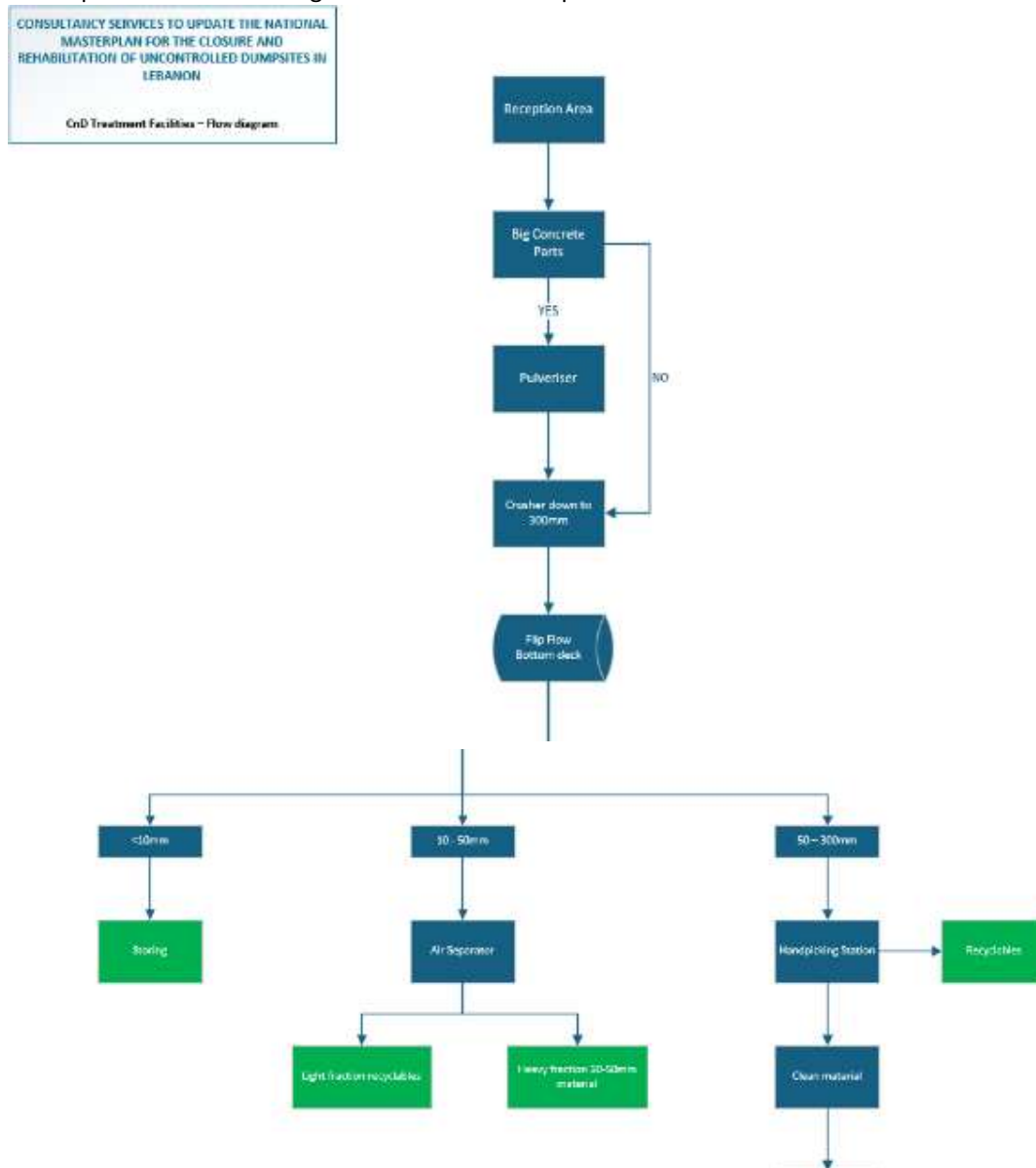
- The **10-50mm fraction** is further processed:
 - A handpicking station is located to recover recyclable materials (copper, lead, iron and plastics)

- The remaining material is being crushed into 80mm particles for further size reduction. This step will increase the quality and quantity of material which will be re-used.

 **Final Screening & Storage**

- Another **flip flow screening process (Single Deck)** refines the material further:
 - **<10mm material**
 - **10-80mm material**

It should be mentioned that all proposed equipment (screeners, handpicking stations and shredders) shall have built-in magnetic separators for the recovery of ferrous metals. The figure below presents the flow diagram of the treatment process.



The targeted recovered materials from the proposed treatment process are presented within Table 1.

Table 1: Summary of Targeted Recovered Materials

| STAGE | RECOVER MATERIALS |
|-----------------------------------|---|
| Initial Sorting | Large concrete parts, mixed rubble |
| Primary Crushing | Crushed rubble materials ($\leq 300\text{mm}$) |
| Screening (Flip Flow Bottom Deck) | Fine fraction ($< 10\text{mm}$), mid-sized aggregates ($10\text{-}50\text{mm}$), larger aggregates ($50\text{-}300\text{mm}$) |
| Air Separation & Handpicking | Recyclables (wood, plastics, light materials), clean aggregates ($10\text{-}50\text{mm}$), residual waste |
| Secondary Crushing | Crushed aggregates ($\leq 80\text{mm}$) |
| Final Screening | Fine fraction ($< 10\text{mm}$), processed aggregates ($10\text{-}80\text{mm}$) |

The recovered materials can be re-used as presented below:

- ✓ **Fine fractions ($< 10\text{mm}$):** Can be used for road base material, land reclamation, or disposed of if unsuitable.
- ✓ **Processed aggregates ($10\text{-}80\text{mm}$):** Used in construction, concrete production, road bases, and backfilling.
- ✓ **Light recyclables (plastics, wood, textiles):** Can be sent for further recycling.
- ✓ **Residual waste:** Disposed of in controlled landfills or alternative waste treatment facilities.

1.2 Disposal in safe disposal Cells

The rational design of an inert waste landfill requires the planning and implementation of a series of works that will serve the entire installation during the construction phase, the operational phase, and the post-closure phase.

These works include:

1. Landscaping works of the disposal bottom and slopes.
2. Construction of the peripheral berm.
3. Liner system works for the active disposal cells.
4. Leachate collection and transportation works from the disposal bottom
5. Final waste relief design of the landfill site.
6. Final capping and restoration works
7. Rainwater management works.

A brief description of the above works to be conducted at each of the proposed landfill is provided in the next subchapters.

It is worth mentioning that detailed works shall be further specified during the Detailed Design stage of the Facilities, where the exact locations are identified and appropriate topographic surveys have been conducted.

Landscaping Works

For the proper, seamless, and rational operation of the site, an essential condition is the appropriate formation of the base of the disposal area, with the aim of creating gentle slopes to facilitate the movement of waste disposal vehicles within the bottom.

Excavation and embankment works are foreseen, depending on the existing topography of the site. A constant goal is the balance of cut and fill volumes to achieve the optimal earthworks balance. The newly shaped surface will be properly compacted to avoid irregularities that may create problems during the installation of the liner system.

The formation includes the creation of a bottom slope of about 5% to allow natural flow of collected liquids, and side slopes with a gradient of approximately 1:3 (v:h).

The landscaping works of the bottom, the slopes, and the berms aim to:

- Provide proper gradients for the construction of the liner system and the drainage of collected leachate.
- Store a significant portion of the excavated soil within the landfill area, at an appropriate distance from the active disposal cell, to be used for the covering of inert waste.
- Remove the topsoil and root system residues that could damage the liner system.
- Define the basin through the construction of a peripheral zone.
- Maximize the usable volume of the basin to accommodate treatment residues.

The key operational characteristics preferred for the efficient operation of the landfill, which determine the design philosophy of the deposition bottom, include:

- Minimal operational area.
- Minimization of leachate production.
- Independent operation of each section (if the basin is divided into smaller cells), to enhance process control and facilitate staged restoration.
- Ability to adapt the long-term operation of the project to site-specific conditions.

Peripheral Berm

A berm of sufficient width, approximately 8 to 9 meters, shall be constructed around the perimeter of the disposal basin. This berm will serve various infrastructure works, including internal roads, the peripheral rainwater runoff ditch (essential for collecting and removing water), the anchor trench for the geosynthetic materials of the liner system, and the slopes of the final capping system for the inert waste.

The longitudinal gradient of the peripheral berm is proposed to be less than 8%, allowing access for waste vehicles along its entire length. A transverse slope of about 2% toward the outer side of the road is also proposed.

The external slopes of the landfill basin, adjacent to natural ground, is proposed to be constructed with slopes of 1:1 (v:h) for cuts and 2:3 (v:h) for fills, for geotechnical stability. These gradients are standard and safe practices for such works and may be adjusted depending on local geotechnical conditions.

Liner System Works

Inert waste landfills, like sanitary landfills for municipal solid waste, are required—according to international standards—to be equipped with linear systems to prevent liquid infiltration into the subsoil and reduce environmental impacts.

The requirements for the liner system of an Inert Waste Landfill (IWL) differ significantly from those of a Sanitary Landfill (SLF), due to the distinct nature of the waste. Inert materials such as rubble do not produce significant quantities of leachate or biogas.

Nonetheless, liner systems are still necessary to prevent rainwater infiltration and potential contamination of the subsoil, and to stabilize the base.

Typical layers of the linear system include:

- **Subgrade Layer:** Compacted soil or geotextile providing a stable and uniform surface.
- **Geomembrane:** A thin, impermeable synthetic membrane (e.g., HDPE) placed above the subgrade. Acts as the primary barrier to liquid infiltration.
- **Protective Layer:** Sand, gravel, or geotextile placed above the geomembrane to prevent damage and serve as a drainage layer.

The selection of materials and thicknesses depends on the site's geological and hydrological conditions and the type of inert waste. Standard practice requires a permeability coefficient of approximately 10^{-7} m/s, with the total thickness of the liner system being about 50 cm.

Leachate Collection and Transportation Works

Leachate collected in an inert waste landfill is not typical leachate as found in MSW landfills. However, this does not mean it is pollutant-free. These liquids originate mainly from rainwater infiltrating the waste mass and coming into contact with the inert materials.

Depending on the composition, they may contain:

- Suspended solids (e.g., dust, sand, clay particles)
- Dissolved salts and metals (e.g., from concrete, bricks, ceramics)
- Organic compounds (e.g., from residual wood, plastics)
- Trace hazardous substances (e.g., from paints, varnishes, lime residues)

Though their pollutant load is generally lower than MSW landfill leachate, it may still exceed regulatory thresholds.

Leachate is collected via drainage networks installed at the basin bottom and routed to special collection tanks. Drainage pipes must be chemically resistant, mechanically stable, and hydraulically efficient throughout both the operational and post-closure phases. Pipes should be placed at the lowest points of the drainage zone, with perforations covering 2/3 of the pipe's surface, and a minimum internal diameter of 150 mm.

Leachate treatment depends on its composition and may include:

- Sedimentation and filtration to remove suspended solids
- Chemical treatment to neutralize metals and other pollutants
- Biological treatment (in some cases) to remove organic compounds

A collection and balancing tank is proposed to be constructed to ensure prompt collection (preferably via gravity flow). The tank should have the capacity to receive the runoff of the wettest month of the past 20 years and store it for 3–4 days.

Treated leachate should be disposed of in a manner that ensures environmental protection, which may include discharge into a public sewer, surface waters, or underground aquifers depending on the effluent quality.

Final Relief Design

Following the installation of the liner system at the base and slopes of the constructed cells, inert waste is landfilled in compacted layers to achieve maximum stability. This also includes shaping the final landform slopes.

Common practice for inert waste landfills involves forming side slopes at a 1:3 (v:h) gradient, which is beneficial because:

- It poses no construction difficulties during filling or capping phases.
- It enhances stability and reduces landslide risk. Over time, waste undergoes settlement, and the gentle slope helps distribute loads and avoid stress concentration.
- It facilitates rainwater runoff, preventing erosion and excessive leachate production.
- It allows safer access and easier maintenance of the Landfill Site.
- It creates a natural topography, aiding final restoration and vegetation growth, contributing to site aesthetics and environmental integration.

Final Capping and Restoration Works

Upon completion of the landfill's operation or its individual sections, final capping and restoration works should commence. Partial restoration during the site's use is preferred, as it reduces environmental impacts and enhances public acceptance.

Final capping is an integral part of landfill management with the following objectives:

- Significantly reduce and control emissions from the waste body.
- Reinststate the area into the natural environment and potentially enable new land uses.

The final cover is a multi-layer protective system of natural and/or synthetic materials with suitable slopes. It fully covers the functional capping and controls (or prevents) the infiltration of substances into the waste body and the production of leachate.

Specifically, final capping of inert waste landfills aims to:

- Prevent uncontrolled surface water infiltration and further leachate generation after closure.
- Eliminate potential odor emissions.
- Provide a suitable substrate for vegetation.
- Offer stable ground to support potential light structures for future land uses.

For flat areas and the top plateau, slopes should be about 3–5% for rainwater drainage. Side slopes should not exceed 1:3 (v:h).

A typical final capping system includes:

- Surface soil
- Vegetation soil layer
- Protective soil layer
- Drainage layer
- Barrier layer

It is noted that not every landfill must include all these layers. The justification of the final configuration depends on site conditions and project-specific needs. Materials may be natural, synthetic, or a combination of both.

Rainwater Management Works

The design philosophy for flood protection works includes proper collection and management of rainwater from both internal and external drainage basins.

Given the topography and typical siting of inert waste landfills, the optimal solution is the collection of all rainwater via peripheral drainage ditches around the waste mass, discharging it downstream. This minimizes the need for numerous crossing structures and avoids large-scale engineering works.

To prevent rainwater inflow into the inert waste landfill, an external peripheral rainwater drainage network will be constructed. Collection ditches and downstream conveyance structures must be adequately dimensioned to handle peak flow rates.

Annex 3: ESIA Scoping Outline

1. Introduction: This section defines the objective of the ESIA scoping report, the project under study, in addition to explanation of the ESIA executive measures.
2. Background information: This section includes relevant information about potential parties conducting the ESIA study, a synopsis of the basic content of the proposed project, a statement of the importance of the project, its objectives, the implementing office, and a summary of the history of the project, the alternatives and related projects. Reference will be made to any projects planned or currently implemented in the same area since they could be competing with the project under consideration in terms of resources.
3. Objectives: This section identifies the ESIA scope and discusses its timing in view of the phases of preparing, designing and implementing the project.
4. ESIA requirements: This section sets forth any regulations and guidelines organizing the ESIA implementation. It defines the content of the ESIA scoping report.
5. Study area: This section shows the boundaries of the area covered by the study for the purposes of environmental impact assessment. And if there is a neighboring or far away area that should be studied in terms of the potential consequences of implementing or managing this project, such area should be included in the ESIA scoping report.
6. Scope of work: In some cases, knowing clearly the tasks of the project owner facilitates defining them fully in the ESIA scoping report. However, in other cases, there is a need to carry out specialized field studies or forming models in order to assess the consequences of the proposed project, and at that point, the project owner is required to define these certain tasks in detail. The scope of work includes the following points:
 - o Policy, legal and administrative frameworks: An investigation of the enforceable regulations, principles, and standards observed by the environment sector at the local and national levels (the study sets forth the known considerations, and the project owner is requested to verify the existence of any other considerations), laws governing the sector under which the project is included. The information should address specifying the official department concerned, and its potential at the local and national levels.
 - o Assistance in coordinating among official departments and public participation: Assistance in cording the study with official departments, seeking feedback of local NGOs and groups affected by the project, and keeping the minutes of meetings, other activities, communications, comments and how to act regarding them (The ESIA scoping report identifies the types of activities such as the meeting on work scoping attended by stakeholders, briefing sessions at the environment sector for project employees, supporting consultants of the environment sector, public seminars etc.).
 - o Description of the proposed project: Description of project components, the relevant maps according to the appropriate scale and photos, information of project location, comprehensive design, size, capacity, work program, services, the duration of operation, etc.
 - o Description of the surrounding environment of the project: Gathering and evaluation basic information of environmental characteristics of the study location (physical, chemical, biological, social and economic environment) taking into consideration any expected modifications before the commencement of the project or any likely changes in future.
 - o Potential environmental and social impacts of the project: It should be distinguished between positive and negative effects, direct and indirect impacts, short term and long-term impacts. Permanent unavoidable consequences should be identified, as well as defining universal and

cross border effects. Project owner should describe estimation means and techniques used in assessing the impact of the project on the environment. The scope and quality of available information will be determined, together with an explanation of significant information gaps and uncertainties regarding the assessment of the potential impact of the proposed project. It is advisable to review the conditions of some planned studies in order to obtain the missing information. This paragraph should list the possible mitigation measures per each impact and recommend the most effective and low cost measures.

- o Analysis of project alternatives: Preliminary description of alternatives studied during the preparation of the proposed project and listing other alternatives that can achieve the same objectives. The concept of these alternatives generally includes the selection of project site, its designs and technology, construction methods and the stages, and the operation and maintenance procedures. A preliminary comparison will be made among these alternatives in terms of potential environmental effects, their costs relative to the capital and operation, adequacy of local conditions, institutional requirements, training needs, and monitoring and control requirements. It should, as much as possible, identify the preliminary cost and profits of all alternatives, as well as the estimated cost of mitigation measure. The alternation regarding the no implementation of the project should also be included to clarify environmental conditions "AS IS" without the project.

7. Environmental and social management plan:

- Institutional capacity development plan to implement recommendations contained in the ESIA report.
- Mitigation measures for negative impacts.
- Monitoring and control plan.

Annex 4: ESIA Outline

In accordance with the World Bank Environmental and Social Framework, the ESIA Outline shall be as follows:

(a) Executive Summary

Concisely discusses significant findings and recommended actions.

(b) Legal and Institutional Framework

- Analyzes the legal and institutional framework for the project, within which the environmental and social assessment is carried out, including the issues set out in ESS1, paragraph 26.46
- Compares the Borrower's existing environmental and social framework and the ESSs and identifies the gaps between them.

(c) Project Description- infrastructure of service area.

- Briefly describe the service area (number of inhabitants, residential areas, land use, including previous use over the last 20-50 years, industrial areas, etc.).
- Concisely describe the proposed project and its geographic, environmental, social, and temporal context, including any offsite investments that may be required (e.g., dedicated pipelines, access roads, power supply, water supply, housing, and raw material and product storage facilities), as well as the project's primary suppliers.
- Include a map of sufficient detail, showing the project site and the area that may be affected by the project's direct, indirect, and cumulative impacts.
- Determine the distance and direct haul routes and transfer routes from various serviced communities to the safe disposal cell/sorting facility, surrounding environment of Project location:
- Determine and describe the demographic setting of the landfill/sorting facility location.
- Describe the surrounding topography and land use characteristics and proximity to residential neighborhoods from the proposed landfill/sorting facility, including past land use patterns, whether agriculture, and forestry.
- Determine and describe the overall direction of groundwater flow, drinking water recharge areas downstream of the location, and receiving waters into which groundwater and leachate treatment plant discharge.
- Meteorological data regarding wind directions, precipitation, and net infiltration.
- Facts about the landfill development:
 - Layouts, cross-sections, and construction details for the landfill, including all receiving facilities, landfill cell construction details, leachate and landfill gas collection and management facilities, mitigative measures, monitoring systems, and final closure plans.
 - Construction and operation schedules, including scheduling of site preparation, cell construction, interim road development of each phase of landfill development.
 - Description of the responsible parties, including organization structure and staffing for the landfill development.
 - Confirmation and consultation program with affected people in area.
 - Operational plans for rubble types and quantities which might be allowed to be received; including special handling requirements for hazardous wastes;
 - Operation plans for handling of waste types and quantities which are not expected to be allowed to be received; including municipal waste, untreated septic tank or cesspit contents, and surgical wastes;

- Occupational health and safety plans;
- Final closure procedures; and
- monitoring plans (short- and long-term).

(d) Landfill Siting assessment

The consultant is expected to perform siting justification as per the Landfill siting paragraph of the World Bank Group Environmental Health and Safety Guidelines for Waste Management Facilities, dated December 10, 2007.

(e) Baseline Data

The Consultant is expected to critically review secondary data before using them for this assignment and supplement them with primary data as needed. *Secondary data* shall be used where relevant (e.g. trustworthy statistical records, census records, government reports, NGO publications, academic studies and articles, topographic maps, aerial photos, satellite imagery, international databases etc.).

- *Primary data necessary* to meet the requirements of this assignment shall be collected by specialists applying industry-recognized survey and analysis methods to fill the gaps in the secondary data and provide an updated overview of the Project Area of Influence. All primary data collection activities shall be designed and undertaken using appropriated statistically rigorous approach. Field sampling shall take account of seasonal factors, as relevant⁸. A field planning exercise will be undertaken to facilitate the collection of primary data. This will include scheduling of activities, logistics planning and the development of field tools. Prior to primary data collection, those working in the field will be given training of data collection methods and the field tools to be utilized to ensure a consistent approach to data gathering. In addition, the consultant will ensure that all team members are aware of the importance of Health and Safety (H&S), especially whilst in field, to prevent the occurrence of accidents
- The Consultant shall perform a detailed Site investigation and site-specific risk analyses following Applicable Requirements and Good International Industry Practice. The data collected and presented in the baseline section of the ESIA (either primary or validated secondary data) will be used as benchmark for future monitoring purposes and to identify potential impacts and related mitigation measures. As such, the Consultant will present the existing E&S situation and related context in an objective manner and with clear reference to the primary and/or validated secondary data that substantiate the description.

| Environmental aspects to populate the baseline section | |
|--|---|
| Physical environment: | <ul style="list-style-type: none"> ● Nature of surrounding environment (including homes, farms, forest areas, industry, small business enterprises and other establishments) and proximity to these. ● Description of the existing topography and regional setting of the proposed Site and areas which will be affected by the Project. ● Traffic conditions along the major haul routes between the rubble processing centers and the proposed Site at present. The existing traffic conditions must be based on field survey; and proposed traffic patterns should be examined as well. |

⁸ mixed method when needed (qualitative and quantitative approach) can be used for the socio-economic data collection only.

| | |
|--|--|
| | <ul style="list-style-type: none"> ● Determination of the geology of the Site area through a geological description of adequate number of borings and geophysical testing such as electromagnetic and resistivity surveys. ● Soil quality. ● Water Quality ● Determination of groundwater table, direction and hydraulic characteristics of aquifers and use if any (groundwater monitoring points at differentiated depth to be used if more than one aquifer is present). ● Determination of meteorological data (net infiltration, temperature variations and prevailing wind directions). ● Ambient air quality. ● Seismicity and Earthquake. ● Noise and vibrations. ● Infrastructure and Public Utilities, including Drinking Water Supply, Solid Waste including rubble Management, Wastewater Management, and other Infrastructural Facilities and Related Activities of interest. |
| Biological environment | <ul style="list-style-type: none"> ● Survey all major terrestrial flora and fauna. ● Collect any information on sensitive habitats in the area and any rare, endangered or commercially important species. ● Identify any nearby protected areas. |
| SOCIAL ASPECTS TO POPULATE THE BASELINE SECTION | |
| General guidance | <ul style="list-style-type: none"> ● Collect socio-economic data on the communities including vulnerable groups and waste pickers likely to be affected directly and indirectly by the project activities and its components. ● Before starting the data collection activities, the Consultant is expected to identify and delimit the social project area of influence (which may need to be wider than the environmental one depending on the consultant expert judgment) and clearly indicate in which areas the secondary and primary data will be collected and why. ● Provide maps of current land use and ownership within the proposed Project area. ● For all the social aspects in the following table the Consultant shall include in the baseline presentation a very brief, succinct, and thoughtful overview of the regional & local context - 70% of each section at minimum shall be dedicated to the Project Area of Influence. |
| Socio-cultural, historical and institutional context | <ul style="list-style-type: none"> ● Describe the most significant social and cultural features, different interests in the project and their levels of influence. ● For the historical component, indicate the big picture, those conditions in the history of the country and then the region/city that might uniquely impinge upon the project. |

| | |
|--|---|
| | <ul style="list-style-type: none"> Describe the political background relevant to the project and the institutional environment which may have a level of influence or may be influenced by the project outcome. |
| Demography, population, vulnerable groups, and household survey result | <ul style="list-style-type: none"> Include in a tabular and graphical manner details about gender, age, health and mortality, literacy/education, household size, ethnicity, religion, vulnerable groups within the project area. Each table and graphical presentation shall be introduced and explained by the consultant. |
| Economy and employment | <ul style="list-style-type: none"> Describe economy and employment including GDP, income, means of livelihood and poverty level within the project area. Include details about those working on the existing landfill with particular attention to be paid to waste pickers and others likely to be affected by the project. Include details about the number of workers likely to be hired/needed for the construction and operation activities, details of where they will accommodate (workers camp and where it will be located or in existing structures and which is the capability of the existing structures), if migrant workers are likely to be hired |
| Land, access to commonly used resources and Livelihood | <ul style="list-style-type: none"> Include details about the land required for the project (type, use (formal and informal), amount in hectare, location, and claims over the land if any), those using the project site or neighboring area, include details about commonly used resources (if relevant) and details about the means of livelihood linked with land use and commonly used resources, including the existing landfill use (i.e. waste pickers). |
| Informal land users/informal quarry users and informal waste pickers | <ul style="list-style-type: none"> Assess presence of informal users (quantify) and type of activities conducted. Assess the impact of any livelihoods of quarry restoration and SDC on informal land users and waste pickers Assess opportunities to include informal waste pickers into SDC employment and training opportunities |
| Public utilities, services, infrastructure and transportation | <ul style="list-style-type: none"> Describe infrastructure and services which are likely to be affected by the project (including by project workers and related accommodation, if relevant). Pay particular attention to access to water including safe drinking water, health services, energy & telecommunications. Include details about transportation networks (including access roads) and the current traffic patterns. |
| Site of cultural interest/cultural heritage | <ul style="list-style-type: none"> Describe any site of cultural interest (sacred sites, cemeteries, archaeology) which is likely to be affected by the project and including sites important to the Project affected people and other stakeholders. |

(f) Environmental and Social Risks and Impacts

Identify and analyse the environmental and social impacts and risks and related mitigation measures for all relevant stages of the project cycle, including pre-construction, construction, operation, and

post closure activities such as rehabilitation or restoration, in the context of the identified Project Area of Influence covering the project footprint and other areas likely to be directly and indirectly affected by project activities.

The assessment will cover all E&S risks and impacts using recognized methods as applicable and shall pay particular attention to the potentially significant impacts. The consultant shall develop the impact section taking into account the baseline data, the project design, and components and future landfill development activities and shall introduce the section with a detailed description of the impact assessment methodology. Each impact shall be presented taking into account at minimum: Impacts characterisation (negative, positive, mixed); Impacts nature and duration (direct, secondary, indirect, cumulative; short-term, long term, permanent, reversible); Impact significance/magnitude (negligible, minor, moderate, major); Impacts Likelihood (unlikely, possible, likely); Spatial Scale (national, regional, local); Measures to mitigate (adverse) or enhance (positive) impacts; Significance/magnitude of residual impacts (negligible, minor, moderate, major); Impact assessment also shall take into account the views and concerns of project affected people and other stakeholders. Mitigation measures shall be developed based on the mitigation hierarchy, commencing with avoiding risks/impacts, followed by minimizing them, and finally compensating/offsetting residual impacts if applicable.

The Consultant is expected to examine and address in this section also the project the (i) Occupation Health and Safety issues; and (ii) Community Health and Safety risks and issues; relevant for the project construction and operation phase in accordance with the Applicable Requirements of this Assessment.

The impact assessment section will address, but not be limited to:

In the environmental section the consultant shall pay particular attention among others to impacts of the project on:

- 1- Ambient air quality
- 2- Soil quality;
- 3- Surface and groundwater quality;
- 4- Noise and vibration;
- 5- Biological environment (biodiversity values, ecosystem services);
- 6- Site specific greenhouse gas emissions (comparison of the baseline scenario – continuation with the current practice and the project scenario);

The consultant shall also address the environmental consequences from:

- 1- Leachate percolation into soil and groundwater; including estimates of quantity and quality of a potential leachate leakage and the consequences to groundwater and receiving surface water;
- 2- Impact to neighbourhoods along direct haul routes from increased traffic (primarily noise, dust, litter, odor, and vibrations), and including economic development due to improvements in roadways and trade from refuse haulage personnel;
- 3- Impact to neighbouring communities along transport haul routes from increased traffic (primarily noise, dust, litter, odor, and vibrations).

In the social section of the impact pay particular attention to any impact of the project on:

- i. Demography and migration (including workers influx/ migrant workers) and settlement and housing (including workers accommodation and any other impact on the settlement (formal and informal) in the Project Area of Influence);
- ii. Economy and employment, paying particular attention to (a) those working at the current landfill, including waste pickers and related impact on livelihood, (b) local vs migrant workers and their working condition, associated sexual exploitation and abuse/sexual harassment, flag

- any issue related to forced labour or child labour if applicable; any potential discrimination, unequal wages in employment;
- iii. Land and natural resources use/access and impact on livelihood linked with land acquisition and clearance, presence of informal land users and waste pickers and impacts on their livelihoods:
 - iv. Social diversity and gender dimension;
 - v. Public utilities, services, infrastructure and transportation including traffic;
 - vi. Community health and safety;
 - vii. Site of cultural interest;
 - viii. Vulnerable groups, in particular, examine whether particular individuals and groups may be differentially or disproportionately affected by the Project's impacts because of their disadvantaged or vulnerable status, in particular, the Roma community and the waste pickers.

(g) Mitigation Measures

- Identify mitigation measures and significant residual negative impacts that cannot be mitigated and, to the extent possible, assesses the acceptability of those residual negative impacts.
- Identify differentiated measures so that adverse impacts do not fall disproportionately on the disadvantaged or vulnerable.
- Assess the feasibility of mitigating the environmental and social impacts; the capital and recurrent costs of proposed mitigation measures, and their suitability under local conditions; and the institutional, training, and monitoring requirements for the proposed mitigation measures.
- Specify issues that do not require further attention, providing the basis for this determination.

(h) Analysis of Alternatives

- Systematically compare feasible alternatives to the proposed project site, technology, design, and operation—including the “without project” situation—in terms of their potential environmental and social impacts.
- Assess the alternatives' feasibility of mitigating the environmental and social impacts; the capital and recurrent costs of alternative mitigation measures, and their suitability under local conditions; and the institutional training, and monitoring requirements for the alternative mitigation measures.
- For each of the alternatives, quantify the environmental and social impacts to the extent possible, and attach economic values where feasible.
- The Consultant shall:
 - Justify the adequacy of the proposed sites, the various scenarios and configurations of project components, technology selection, construction techniques and phasing, and operation and maintenance procedures. The review of alternatives should be in terms of potential environmental and social impacts; capital and operating costs; suitability under local conditions; and institutional, training, and monitoring requirements (the Consultant shall draft terms of reference for any consulting services which may be needed to assist the Client, in monitoring the environmental and social impacts).
 - When describing the impacts, indicate which ones are irreversible or unavoidable and which ones can be mitigated and how. To the extent possible, quantify the costs and benefits of each alternative, incorporating the estimated costs of any associated mitigating measures.
- The Consultant's review shall also include a comparison with the alternative “without the project” in terms of environmental and social impact. The analysis of alternatives shall also

examine their feasibility of mitigating the impacts; their capital and recurrent costs; their suitability under local conditions.

- The Consultant, for each alternative, shall quantify the environmental impacts to the extent possible, and attach economic values where feasible. It shall state the basis for selecting the particular project design proposed and justifies recommended emission and/or discharge levels and approaches to pollution abatement and prevention.

(h) Environmental and Social Management Plan

The ESMP shall include the set of mitigation, monitoring, and institutional measures to be taken during implementation and operation of a project to eliminate adverse environmental and social risks and impacts, offset them, or reduce them to acceptable levels. The ESMP shall also include the measures and actions needed to implement these measures. The Borrower will (a) identify the set of responses to potentially adverse impacts; (b) determine requirements for ensuring that those responses are made effectively and in a timely manner; and (c) describe the means for meeting those requirements. The ESMP will include:

Environmental and Social Mitigation Measures

The ESMP will reflect the mitigation hierarchy and, where technically and financially feasible, favour the avoidance and prevention of impacts over minimization, mitigation, or compensation, and ensure that all relevant stages of the project are structured to meet applicable laws and regulatory requirements. The Consultant shall elaborate focused plans as needed for each phase of the Project such as air emissions and dust management plan; traffic and transportation management plan; noise and vibration management plan; soil and groundwater management plan; waste management plan (for hazardous and non-hazardous waste); oil and chemical spill contingency management plan; emergency preparedness and response plan for construction phase; community health management plan and procurement plan; dredging management plan; cultural heritage chance find procedure; security plan; etc.,...

Environmental and Social Monitoring Plan

The consultant shall develop a set of environmental and social indicators for monitoring the implementation of mitigating measures and the project impacts during construction and operation. The monitoring plan shall include an estimate of capital and operating costs and a description of other inputs (such as institutional changes and staff resources) needed to carry it out. In regard to the landfill site, the environmental monitoring should include landfill gas monitoring and ground water monitoring wells and a regular schedule of monitoring for key indicators of contamination. Furthermore, the social monitoring parameters should be taken into consideration.

The parameters and frequency for each indicator measurement, minimum detection limits, acceptable numerical monitoring levels, quality assurance and quality control procedures and other technical data should be fully described and presented in a matrix format. This information should be developed on an annual basis, and it should include full breakdowns of costs, staff qualifications, equipment or services to be purchased and other details required for monitoring implementation.

The monitoring responsibilities of the contractors for construction and for operation of the new facilities should be clearly identified, and the responsibilities of monitoring supervision by the oversight regulatory agencies should also be clearly identified. This should be presented in the form of directives.

Capacity Development, Training and Cost Estimate

The Consultant shall also review the authority and capability of institutions at local, regional, and national levels and recommend steps to strengthen or expand them so that the ESMP can be supervised and enforced. The recommendations may extend to inter-sector arrangements, management procedures and training, staffing, operation and maintenance training, budgeting, and financial support. The Consultant will present a cost estimate for the implementation of the ESMP.

Such cost should be an integral part of the ESMP and should reflect all associated cost related to human and other resources needed to monitor the plan, needed capacity building and training, and/or any consultancy assignments which may be required to assist in the performance of specific and highly technical duties over the life of the proposed facilities.

(i) Stakeholder and Public Participation and Grievance Mechanism

The Consultant will assist the Government in coordinating the ESIA with relevant agencies and following the requirements of the ESS10 and in line with the cleared and disclosed project Stakeholder Engagement Plan (SEP). The Government will lead the consultations with the relevant identified stakeholders including surrounding affected communities and vulnerable groups, in addition to local NGOs on the environmental and social aspects of the proposed project. The Consultant will participate in those consultations and prepare records. The Consultant may also hold his own consultations, in coordination and agreement with the Government. The affected groups will be consulted twice: in meetings held during preparation, before the TORs for the ESIA are finalized and when a draft ESIA is available (a summary of the ESIA will be available prior to the meeting). The draft ESIA should also be available in a public place accessible to affected groups and local NGOs. Relevant materials will be provided to affected groups in a timely manner prior to consultations and in a form and language that is understandable and accessible to the groups being consulted. The Consultant would maintain records of the public consultation and the records should indicate: means other than consultations (e.g. surveys) used to seek the views of affected stakeholders; the date and location of the consultation meetings, a list of the attendees that is gender disaggregated and their affiliation and contact address; and, summary minutes.

The project grievance mechanism (GM) should also be clearly outlined in the ESIA and should be communicated and disseminated to all project stakeholders. The GM information should include inter alia: the various reporting channels, the timeline for closure of complaints, the appeals process, the responsible persons, and the referral pathways for SEA/SH related complaints. The Consultant shall review the GM section of the disclosed SEP to ensure consistency.

PART II

Section 8. Conditions of Contract and Contract Forms

**TIME-BASED FORM OF CONTRACT
STANDARD FORM OF CONTRACT**

**Consultant's
Services**
Time-Based

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**CONTRACT FOR CONSULTANT’S SERVICES
Time-Based**

Project Name _____

[Loan/Credit/Grant] No. _____

Assignment Title: _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan *[or credit or grant]* from the *[Insert as appropriate: International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]* toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan/financing/grant]* agreement or have any claim to the *[loan/credit/grant]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursables Cost Estimates

Appendix E: Form of Advance Payments Guarantee

Appendix F: Code of Conduct (ES)

Appendix G: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

Appendix H: VAT Mandate - Value Added Tax

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; Appendix F; and Appendix G. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
 - (b) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Bank.
 - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
 - (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
 - (f) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
 - (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
 - (h) **“Contractor”** means the person named as contractor in the contract to be supervised by the Consultant.
 - (i) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant.
 - (j) **“Day”** means a working day unless indicated otherwise.
 - (k) **“ES”** means environmental and social (including Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH)).

- (l) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (m) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (n) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
- (o) **“GCC”** means these General Conditions of Contract.
- (p) **“Government”** means the government of the Client’s country.
- (q) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (r) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (s) **“Local Currency”** means the currency of the Client’s country.
- (t) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (u) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (v) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (w) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (x) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (y) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical

conduct of a sexual nature by the Experts with other Experts, Contractor's or Client's Personnel.

- (z) **"Site"** means the land and other places where works are to be executed and/or facilities to be installed, and such other land or places as may be specified in the Contractor's contract as forming part of the Site.
- (aa) **"Sub-consultants"** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (bb) **"Third Party"** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

- 2. **Relationship between the Parties**
 - 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 3. **Law Governing Contract**
 - 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 4. **Language**
 - 4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. **Headings**
 - 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. **Communications**
 - 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.
 - 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
- 7. **Location**
 - 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. **Authority of Member in Charge**
 - 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the

Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.
- 10. Fraud and Corruption** 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 12. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or

be liable for, any statement, representation, promise or agreement not set forth herein.

16. Modifications or Variations

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

17. Force Majeure

a. Definition

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such

event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

- 17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- 17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 56 & 57.

18. Suspension

- 18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

- 19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

- 19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):
- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
 - (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members

becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 58.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 58.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 58.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

- c. Cessation of Rights and Obligations** 19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.
- d. Cessation of Services** 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
- e. Payment upon Termination** 19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:
- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause GCC 50;
 - (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

- a. Standard of Performance** 20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. As required in the SCC, the Consultant shall take additional measures to manage cyber security risks related to the Contract. The

Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix G- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

21. Conflict of Interest

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 49 through 54) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and

the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

b. Consultant and Affiliates Not to Engage in Certain Activities

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

c. Prohibition of Conflicting Activities

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

d. Strict Duty to Disclose Conflicting Activities

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. Liability of the Consultant

23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

- 24. Insurance to be taken out by the Consultant**
- 24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**
- 25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.
- 25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Consultant's and its subcontractors' and subconsultants' attention is drawn to Clause GCC 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 26. Reporting Obligations**
- 26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.
- 27. Proprietary Rights of the Client in Reports and Records**
- 27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment,
Vehicles and
Materials**

28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. Health and Safety

29.1. The Consultant shall:

- (a) comply with all applicable health and safety regulations and Laws;
- (b) comply with all applicable health and safety obligations specified in the Contract;
- (c) provide or cause to be provided health and safety training of Experts as appropriate and maintain training records;
- (d) put in place workplace processes for Experts to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health;
- (e) Experts who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Experts shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;

- (f) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

30. Code of Conduct

- 30.1. The Consultant shall have a Code of Conduct for the Experts.

The Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Experts and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Consultant shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Experts, Contractor's Personnel, Client's Personnel and the local community.

31. Forced Labor

- 31.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

32. Child Labor

- 32.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Client. The Consultant shall be subject to regular monitoring by

the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

33. Workers' Organizations

33.1. In countries where the relevant labor laws recognise workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Consultant shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Consultant shall enable alternative means for the Experts to express their grievances and protect their rights regarding working conditions and terms of employment. The Consultant shall not seek to influence or control these alternative means. The Consultant shall not discriminate or retaliate against Experts who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

34. Non-Discrimination and Equal Opportunity

34.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion,

termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 33).

35. Experts Grievance Mechanism

35.1. The Consultant shall have a grievance mechanism for Experts, and where relevant the workers' organizations stated in Clause GCC 33, to raise workplace concerns. The grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner.

The Experts shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Experts.

The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements.

The grievance mechanism may utilize existing grievance mechanisms, provided that they are properly designed and implemented, address concerns promptly, and are readily accessible to such Experts. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements.

36. Training of Experts

36.1. The Consultant shall provide appropriate training to relevant Experts on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA and SH, and health and safety training referred to in Clause GCC 29.

As required under the Contract, the Consultant shall also allow appropriate opportunities for the relevant Experts to be trained on ES aspects of the Contract by the Client's Personnel.

The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 37. Description of Key Experts**
- 37.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 37.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 49.2.
- 37.3. If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 49.2, the Parties shall sign a Contract amendment.
- 38. Replacement of Key Experts**
- 38.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 38.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, meet eligibility requirements, and at the same rate of remuneration.
- 39. Approval of Additional Key Experts**
- 39.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.
- 40. Removal of Experts or Sub-consultants**
- 40.1. If the Client finds that any of the Experts or Sub-consultant:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;

- (c) fails to comply with any provision of the Contract;
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Services;
- (f) undertakes behaviour which breaches the Code of Conduct for Experts (ES);

the Consultant shall, at the Client's written request, provide a replacement.

40.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

40.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

40.4. Subject to the requirements in Clause GCC 40.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (f) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the Services are being carried out, any Expert who engages in (a) to (f) above.

**41. Replacement/
Removal of Experts
– Impact on
Payments**

41.1. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**42. Working Hours,
Overtime, Leave,
etc.**

42.1. Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

42.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

42.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for

leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. OBLIGATIONS OF THE CLIENT

43. Assistance and Exemptions

43.1. Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

44. Access to Project Site

44.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will

indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the wilful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

45. Change in the Applicable Law Related to Taxes and Duties

45.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 49.2.

46. Services, Facilities and Property of the Client

46.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

46.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in **Appendix A**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 49.3.

47. Counterpart Personnel

47.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

47.2. If counterpart personnel are not provided by the Client to the Consultant as and when specified in **Appendix A**, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GCC 49.3.

47.3. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

**48. Payment
Obligation**

48.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT**49. Ceiling Amount**

49.1. An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Reimbursable expenses).

49.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the **SCC**.

49.3. For any payments in excess of the ceilings specified in GCC 49.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

**50. Remuneration and
Reimbursable
Expenses**

50.1. The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

50.2. All payments shall be at the rates set forth in **Appendix C** and **Appendix D**.

50.3. Unless the **SCC** provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

50.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in **Appendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

50.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable remuneration rates and allowances are known.

- 51. Taxes and Duties**
- 51.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.
- 51.2. As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.
- 52. Currency of Payment**
- 52.1. Any payment under this Contract shall be made in the currency(ies) specified in the **SCC**.
- 53. Mode of Billing and Payment**
- 53.1. Billings and payments in respect of the Services shall be made as follows:
- (a) *Advance payment.* Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
- (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 52 and GCC 53 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be

incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

- (d) *The Final Payment*. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

- 54. Interest on Delayed Payments** 54.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 53.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

- 55. Good Faith** 55.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

H. SETTLEMENT OF DISPUTES

56. Amicable Settlement

56.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.

56.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 57.1 shall apply.

57. Dispute Resolution

57.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. General Conditions Attachment 1

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants,

sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁹ (ii) to be a nominated¹⁰ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect¹¹ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

⁹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

¹⁰ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

¹¹ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

III. Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
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| 1.1(a) | The Contract shall be construed in accordance with the law of the Lebanese Republic. |
| Add 3.2 | As stipulated in article (5) of the banking secrecy law dated 3/9/1956 and as stipulated in the resolution of the Council of Ministries no.4 dated 28/4/2020, the Consultant agrees to lift banking secrecy over the bank account used to deposit or transfer public funds related to this Contract |
| 4.1 | The language is: English. |
| 6.1 and 6.2 | <p>The addresses are [fill in at negotiations with the selected firm]:</p> <p>Client : Council for Development and Reconstruction Attention : President of CDR Facsimile : +961-1-981252/3</p> <p>Consultant : _____ _____</p> <p>Attention : _____ Facsimile : _____ E-mail (where permitted) : _____</p> |
| 8.1 | <p><i>[Note: If the Consultant consists only of one entity, state "N/A"; OR If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p> |
| 9.1 | <p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p> |
| 11.1 | <p>The effectiveness conditions are the following: a- Signature of the Contract by both Parties and notification to the Consultant.</p> |
| 12.1 | <p>Termination of Contract for Failure to Become Effective: The time period shall be one (1) Month.</p> |

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| 13.1 | <p>Commencement of Services:</p> <p>The number of days shall be 5 business days starting from contract notification date.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p> |
| 14.1 | <p>Expiration of Contract:</p> <p>The time period shall be as follows:</p> <p>Design phase (Activities 1, 2 and 3) : 238 days. Tendering Phase : 63 days. Supervision Phase Activity 4 : 420 days. Operations Phase : 730 days Total : 1451 days</p> |
| 20.1 | N/A |
| 23.1 | No additional provisions. |
| 24.1 | <p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of one time the contract price (100% of contract price);</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, in accordance with the applicable law in the Lebanese Republic.</p> <p>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Lebanese Republic.</p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> <p>Copy of the above insurance policy shall be presented to the Client within 30 days after the Effective Date of this Contract.</p> |

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| 27.1 | N/A |
| 27.2 | The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client. |
| 43.1 (a) through (f) | N/A. |
| 43.1(g) | N/A. |
| 49.2 | <p>The Total inclusive of Lump Sum Part, Provisional/Variable Lump Sum Part, Time Base Part, and Additional Provisional Sum:</p> <p>The ceiling in foreign currency or currencies is: _____ <i>[insert amount and currency for each currency]</i> inclusive of local indirect taxes.</p> <p>The ceiling in local currency is: _____ <i>[insert amount and currency]</i> inclusive of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Client <i>[insert as appropriate: “for” or “to”]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p> |
| 49.2.1 For the lump sum part of contract (Activity No. 0 & 3) | <p>The ceiling in foreign currency or currencies is: _____ <i>[insert amount and currency for each currency]</i> inclusive of local indirect taxes.</p> <p>The ceiling in local currency is: _____ <i>[insert amount and currency]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</p> |
| 49.2.1 For the lump sum part of contract (Activity No. 1 & 2) | <p>The ceiling in foreign currency or currencies is: _____ <i>[insert amount and currency for each currency]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>The ceiling in local currency is: _____ <i>[insert amount and currency]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</p> |
| 49.2.3 For the time based | <p>The ceiling in foreign currency or currencies is: _____ <i>[insert amount and currency for each currency]</i> inclusive of local indirect taxes.</p> |

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| <p>contract (Activity No. 4)</p> | <p>The ceiling in local currency is: _____ <i>[insert amount and currency]</i> inclusive of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: “be paid” or “reimbursed”]</i> by the Client <i>[insert as appropriate: “for“ or “to”]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p> |
| <p>50.3</p> | <p>Price adjustment on the remuneration applies ONLY for the time-based Part of the contract (Activity No. 4).</p> <p>Payments for remuneration made in <i>[foreign and/or local]</i> currency shall be adjusted as follows:</p> <p>(1) Remuneration paid in foreign currency on the basis of the rates set forth in Appendix C shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract Effectiveness date) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \left\{ \text{or} \quad R_f = R_{fo} \times \left[0.1 + 0.9 \frac{I_f}{I_{fo}} \right] \right\}$ <p>where</p> <p>R_f is the adjusted remuneration;</p> <p>R_{fo} is the remuneration payable on the basis of the remuneration rates (Appendix C) in foreign currency;</p> <p>I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and</p> <p>I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p>The Consultant shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_f and I_{fo} in the adjustment formula for remuneration paid in foreign currency: <i>[Insert the name, source institution, and necessary identifying characteristics of the index for foreign currency, e.g. “Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted; U.S. Department of Labor, Bureau of Labor Statistics”]</i></p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix D shall be adjusted every <i>[insert number]</i> months (and, for</p> |

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| | <p>the first time, with effect for the remuneration earned in the <i>[insert number]</i> the calendar month after the date of the Contract) by applying the following formula:</p> $R_l = R_{l_0} \times \frac{I_l}{I_{l_0}} \quad \left\{ \text{or} \quad R_l = R_{l_0} \times \left[0.1 + 0.9 \frac{I_l}{I_{l_0}} \right] \right\}$ <p>where</p> <p>R_l is the adjusted remuneration;</p> <p>R_{l_0} is the remuneration payable on the basis of the remuneration rates (Appendix D) in local currency;</p> <p>I_l is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and</p> <p>I_{l_0} is the official index for salaries in the Client's country for the month of the date of the Contract.</p> <p>The Client shall state here the name, source institution, and any necessary identifying characteristics of the official index for salaries corresponding to I_l and I_{l_0} in the adjustment formula for remuneration paid in local currency: As per local regulations</p> <p>(3) Any part of the remuneration that is paid in a currency different from the currency of the official index for salaries used in the adjustment formula, shall be adjusted by a correction factor X_0/X. X_0 is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the date of the contract. X is the number of units of currency of the country of the official index, equivalent to one unit of the currency of payment on the first day of the first month for which the adjustment is supposed to have effect.</p> |
| <p>51.1 and 51.2</p> | <p>Applicable taxes for this contract are:</p> <ul style="list-style-type: none"> a- 8.5 % income Tax of the value of the contract, applicable on Foreign Consultants' share. b- Income taxes applicable on Local Consultants' Share, to be estimated by the Local Consultant. c- A stamp duty of 8 per 1000 of the value of the contract including the value of income taxes as indicated above in bullets (a) and (b), applicable on Local Consultants and Foreign Consultants, d- VAT taxation is not applicable for this Contract according to the law 379 dated 14/12/2001 amended by Law No. 64 dated 26/10/2017 which states that all foreign funding is not subject to any VAT taxation. Accordingly, if the Consultant has to pay any VAT, he will be refunded the VAT directly from the Ministry of Finance. <p>The tax liability for the Consultants is as follows:</p> <ol style="list-style-type: none"> 1. For the stamp duty of 8 per 1000 of the value of the contract; 4 per 1000 to be paid by the Consultant within 5 working days after the notification day. The remaining 4 per 1000 will be deducted by CDR from each invoice. |

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| | <p>2. For Foreign Consultants (Single or Member of JV), CDR will deduct 8.5% from his invoice, or from his share of each invoice (in case of JV).</p> <p>3. For Local Consultant (Single or Member of JV) will make his own arrangements to pay his annual income tax on this contract to the Lebanese Ministry of Finance (MOF).</p> <p>“Information on the Consultant’s tax obligations in the Client’s country can be found www.finance.gov.lb”</p> |
| 52.1 | The currency [currencies] of payment shall be the following: <i>U.S. Dollar</i>. |
| 53.1(a) | <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>A. For Activities A0, A1, A2, and A3</p> <p>(1) An advance payment equivalent to fifteen percent (15%) of the Contract Price related to Activities A0, A1, A2, and A3 shall be made within thirty (30) days from the Effective Date. The advance payment shall be recovered by the Client in equal installments deducted from the Consultant’s statements for the first eight (8) months of the Services, until the full amount has been recovered.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p> <p>B. For Activity A4</p> <p>(1) An advance payment equivalent to fifteen percent (15%) of the Time Base Part of the Contract Price shall be made within fifteen (15) days from the Start of the Rubble Management Implementation, which shall commence on the Notice to Commence date issued to the Contractor(s).</p> <p>The advance payment shall be recovered by the Client in equal installments deducted from the Consultant’s statements for the first twelve (12) months of the Supervision Services, until the full amount has been recovered.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p> |
| 53.1(b) | The Consultant shall submit to the Client statements according to the below: |

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| | For Lump Sum Part (Activities No. 0 & 3): | | |
| | Deliverable | Report | Payment Schedule |
| | [A0-D1] & [A0-D2] | Rubble Storage Sites Survey Report & Digital Database - GIS Compatible | 40% of the Total Lump Sum amount (for Activity No. 0&3). Paid upon submission of both reports and acceptance by the client. |
| | [A0-D3] & [A0-D4] | Prioritization matrix report & Screening report on the feasibility of MRFs | 40% of the Total Lump Sum amount (for Activity No. 0&3). Paid upon submission of both reports and acceptance by the client. |
| | [A3-D1.b] | Final Tender Document | 10% of the Total Lump Sum amount (for Activity No. 0&3). Paid upon acceptance by the client. |
| [A3-D4] | Final Technical and Financial Evaluation Report | 10% of the Total Lump Sum amount (for Activity No. 0&3). Paid upon acceptance by the client. | |
| For Provisional/Variable Lump Sum Part (Activities No. 1 & 2): | | | |
| <p><i>The Itemized Invoices.</i> As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the appropriate supporting documents, showing delivery of deliverables for Activities No. 1 and 2 as per itemized schedule in FIN 3 (Attached). Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency.</p> | | | |
| Payments Schedule for Activity A4 (Time Based): | | | |
| <p><i>The Itemized Invoices.</i> As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 52 and GCC 53 for such interval. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration expenses as remuneration rates are expected to be inclusive of any reimbursable.</p> | | | |
| 53.1(e) | <p>The accounts are: for foreign currency: <i>[insert account]</i>. for local currency: <i>[insert account]</i>.</p> | | |

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| 54.1 | The interest rate is: The financing charges shall be calculated as follows: simple annual interest rate “ Secured Overnight Financing Rate (SOFR) +2%. |
| 57. | <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> <li data-bbox="495 411 1414 548">1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> <li data-bbox="565 583 1414 1129">(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. <li data-bbox="565 1167 1414 1507">(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Secretary General of the Permanent Court of Arbitration, The Hague; <li data-bbox="565 1545 1414 1780">(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary General of the Permanent Court of Arbitration, The Hague to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute. |
| | <ol style="list-style-type: none"> <li data-bbox="495 1814 1414 1881">2. <u>Rules of Procedure.</u> <u>Rules of Procedure.</u> For national consultants, except as otherwise stated herein, arbitration proceedings shall be |

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| | <p>conducted in accordance with the rules of procedure Rules of Arbitration of the Lebanese Arbitration Center of the Chamber of Commerce, Industry and Agriculture of Beirut and Mount Lebanon (CCIA-BML). For International consultant Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government's country. For the purposes of this Clause, "home country" means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p> <p>(b) the country in which the Consultant's [or any of their members' or Parties'] principal place of business is located; or</p> <p>(c) the country of nationality of a majority of the Consultant's [or of any members' or Parties'] shareholders; or</p> <p>(d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.</p> |
| | <p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Beirut, Lebanon for National consultants and Egypt Cairo for International Consultants. If the Consultant consists of more than one entity including at least one international Consultant, then the proceedings shall be held in Cairo, Egypt.</p> <p>(b) the English language shall be the official language for all purposes; and</p> |

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| | <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> |
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 in the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.]

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

[Insert the table with the remuneration rates. The table shall be based on [Form FIN-3] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3] at the negotiations or state that none has been made.]

2. *[When the Consultant has been selected under Quality-Based Selection method, or the Client has requested the Consultant to clarify the breakdown of very high remuneration rates at the Contract's negotiations also add the following:*

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 53.1(d) of this Contract.”

**Model Form I
Breakdown of Agreed Fixed Rates in Consultant’s Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

| Experts | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|------------------------------|----------|--|-----------------------------|-----------------------|----------|---------------------|---------------------------------|--|---|
| Name | Position | Basic Remuneration rate per Working Month/Day/Year | Social Charges ₁ | Overhead ₁ | Subtotal | Profit ² | Away from Home Office Allowance | Agreed Fixed Rate per Working Month/Day/Hour | Agreed Fixed Rate per Working Month/Day/Hour ¹ |
| Home Office | | | | | | | | | |
| | | | | | | | | | |
| Work in the Client’s Country | | | | | | | | | |
| | | | | | | | | | |

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-4] at the negotiations or state that none has been made.*

2. *All reimbursable expenses shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.]*

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE*[See Clause GCC 53.1(a) and SCC 53.1(a)]**{Guarantor letterhead or SWIFT identifier code}***Bank Guarantee for Advance Payment****Guarantor:** _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** _____ *[insert Name and Address of Client]***Date:** _____ *[insert date]***ADVANCE PAYMENT GUARANTEE No.:** _____ *[insert number]*

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ *[insert date]* with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* (_____ *[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* (_____ *[amount in words]*)¹²¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of its obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on its account number _____ at _____ *[name and address of bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of *[month]* _____, *[year]* __, ¹³² whichever is earlier.

¹²¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

¹³² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

APPENDIX F - CODE OF CONDUCT

**APPENDIX G - SEXUAL EXPLOITATION AND ABUSE (SEA)
AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE
DECLARATION FOR SUB-CONSULTANTS**

[The following table shall be filled in for the Consultant, each member of a Joint Venture and each Sub-consultant proposed by the Consultant]

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Sub-consultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

| SEA and/or SH Declaration |
|---|
| <p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p> |
| <p><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></p> |

APPENDIX H: VAT MANDATE - VALUE ADDED TAX

Law # 379 dated 14/12/2001 amended by Law No. 64 dated 26/10/2017

1- The Contractor/Consultant shall be registered in the Ministry of Finance – VAT Department to be able to invoice the VAT to the Council for Development and Reconstruction or obtain its refund from the Ministry of Finance, according to the financing source of the contract.

2- The Contractor/Consultant shall submit its offer without calculating the VAT in its unit price.

3- Method of invoicing the VAT for contracts totally financed by the Lebanese State:

The Contractor/Consultant shall invoice the VAT to the CDR upon submittal of its statements by adding 11% VAT on the net value of the statement, separately from the value of the statement.

4- Method of VAT invoicing/refund for contracts partially financed by foreign sources:

For the section locally financed, the Contractor/Consultant shall invoice the VAT to the CDR in accordance with clause 3 above.

For the section financed by foreign sources, the Contractor/Consultant shall obtain the VAT refund directly from the Ministry of Finance.

5- Methods of VAT refund for contracts totally financed by foreign sources:

The contracts totally financed by foreign sources shall be exempted from the VAT. In the event the Contractor/Consultant is bound to pay this tax, the latter shall obtain its refund directly from the Ministry of Finance and not from the Council for Development and Reconstruction. (Refer to Article 19 – clause 4 of Law # 379, and Article 3 (b) of implementation Decree # 7336 dated 31/01/2002.)

This document was approved by virtue of decision # 147/2002 dated 07/03/2002, taken by the Board of Directors of the CDR; ; and amended as per Law No. 64 dated 26/10/2017.